Daily Carolina Times.

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CAROLINA TIMES.

Daily and Tri-Weekly.

R. P. WARING,
Editor and Proprietor.

Office in Springs' Buildings, Trade Street.

Rates of Subscription:

DAILY TIMES: One month, 60 c.; three months $1.75; six months, $3.50; twelve months, $7.00.

TRI-WEEKLY TIMES: One month 40c.; three months, $1.25; six months, $2.50; twelve months $4.00.

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The Weekly News

containing twenty-eight columns of reading matter, issued every Tuesday morning, will be supplied to subscribers at $2.50 per annum, strictly in advance. Clubs of ten will be furnished with one extra copy.

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THOS. W. DEWEY & CO.,
BANKERS
AND
BROKERS,
CHARLOTTE, N. C.

WE enter upon our second year of business on the first day of October, and return our thanks to our old friends and new friends for their custom and patronage during the year now closing.

We are now prepared with

INCREASED MEANS AND
AMPLE CAPITAL

To transact any safe and desirable Banking Business which may be offered us.

We will receive deposits and pay same on call, and when left on time will pay interest on same according to agreement. We buy and sell Gold and Silver Coin and Bullion, Bank Notes, &c. Will discount for customers good business paper. Purchase and sell on commission Stocks and Bonds, and give our best attention to any other matter in the Banking or Brokerage line entrusted to us.

Revenue Stamps

Always on hand for sale.

Hours of business to suit dealers and customers.

THOS. W. DEWEY & CO.,
At Building formerly Branch Bank U. S.
One door below Smith's Shoe Store, Tryon st.
sept 30 1y

CITY BOOK STORE,
P. J. LOWRIE'S OLD STAND BETWEEN THE TWO BANKS.

A LARGE LOT OF
BOOKS, STATIONERY,
Fancy Articles,
WALL PAPER, &c.,
JUST RECEIVED.

Our STOCK comprises all articles usually found in a first-class Book Store.

Our stock of SCHOOL BOOKS is large and complete—consisting, we believe, of all the different series in use in this section of the country. Teachers supplied by the quantity at

New York Wholesale Prices.

Our stock of MISCELLANEOUS BOOKS will compare favorably with that of any other dealer, and our arrangements with all the prominent publishers are such that we receive the new works of popular authors as soon as published,

NEWS DEPARTMENT.

The leading Monthly Magazines and New York Dailies and Illustrated Weeklies always on hand.

WADE & GUNNELS.

NEW FIRM
AND
New Goods.

THE undersigned, having formed a Partnership under the style of

J. S. PHILLIPS & CO.,

for the purpose of conducting the

MERCHANT TAILORING
AND
GENT'S FURNISHING GOODS
BUSINESS,

would respectfully inform their friends and the public generally, that they are now receiving their stock of

FALL & WINTER GOODS,

Consisting of all grades of French, English and American

CLOTHS, CASSIMERES
AND VESTINGS,

In great variety of makes and colors.

Gents' Furnishing Goods:

SHIRTS, COLLARS
CRAVATS, HOSIERY
MERINO UNDERWEAR
TIES OF ALL KINDS
UMBRELLAS

In fact everything usually found in a FIRST CLASS Merchant Tailoring Establishment, all of which were selected with great care, and warranted to give satisfaction.

Special attention will be given to the

Tailoring Department,

and all goods sold will be made up in the very best style, and a fit guaranteed.

Tailors' Trimmings,

of all kinds, kept constantly on hand, and sold to the Trade at wholesale prices.

CUTTING AND REPAIRING

of all kinds, promptly attended to and satisfaction given.

We will be found at present in the room over the Express Office, where our friends are invited to give us a call.

We will occupy the store at present occupied by First National Bank, as soon as their Banking House is completed.

J. S. PHILLIPS & CO.
sept 30 1y JAS. H. ORR.

BUGGY HARNESS.

A Few Sets Cheap,

at
OATES, WALTER BREM & CO.,
New Hardware Store, Mansion House Corner.

MERCHANTS

Are respectfully requested to call and examine our stock of

HARDWARE,
OATES, WALTER BREM & CO.
New Hardware Store, Mansion House Corner.

ENCOURAGE HOME ENTERPRIZE!

North Carolina Mutual Home Insurance Company!

INCORPORATED DECEMBER, 1868.

CHARTERED CAPITAL,	AMOUNT NOW LIABLE FOR LOSSES,
$500,000.	$150,000.

OFFICERS:

JAMES H. FOOTE, President.
W. E. PELL, Vice Pres. SEATON GALES, Sec.
R. H. BATTLE, Treasurer.

W. R. PELL,
A. W. LAWRENCE,
J. H. DAVIS,
} *Executive Committee.*

J. H. ROOTES, J. H. DAVIS,
W. E. PELL, A. W. LAWRENCE,
W. R. MILLER, W. D. JONES,
R. A. DUNN.

Gen. Ag't for Western N. C.—GEN. R. B. VANCE.
" " Eastern " " THOS. THOMPSON.

Office: First door South of Raleigh National Bank.

RALEIGH, N. C.

This home Company, Chartered by the Legislature of North Carolina insures property against loss or damage by

Fire, Lightning, or Tornado,

and does business on the Mutual and Joint Stock plans.

The character of those who control the affairs of the Company is a sufficient guarantee that it is what it professes to be, a Home Enterprise, offering ample and liberal protection against loss by fire, &c., on the most easy and liberal terms to insurers.

The Twenty Thousand Dollars in N. C. Bonds, required by the Charter to be deposited with the Public Treasurer, have promptly been so deposited and the Treasurer's receipt therefor obtained.

Policies are issued for a term not to exceed five years.

No other Company offers greater inducements to insurers.

Now is the time for all who feel any interest in a home Institution to come forward and encourage the Company, receiving, as they will, reciprocal benefit in the enhancement of value and protection of their property.

For further particulars, address the Secretary, or consult General or Local Agents, who will, in due time, be announced.

All Losses Promptly Adjusted and Paid.

S. L. RIDDLE, Agent,
jan30-2m CHARLOTTE, N. C.

NEW YORK AND NORTH CAROLINA STEAM SHIP LINE, FROM
New York to Wilmington, N. C.

The Line will Comprise the following Steamers:

FAIRBANKS, Capt. A. HENTZ.
M. P. CLYDE, " D. F. MARCAN.
REBECCA CLYDE, " O. CHICHESTER.
MARY SANFORD, " JOHN MOORE.

With such additional Steamers as may be Required to meet the Demands of the Trade.

Sailing from New York every

WEDNESDAY AND SATURDAY

At 4 P. M. from Pier 15 E. R. foot of Wall Street.

The attention of SHIPPERS is called to the LOW RATES and FACILITIES offered by this Line, which are SUPERIOR to any heretofore offered. THROUGH BILLS OF LADING given to all points on the North Carolina R. Road and its Connections, *via* Goldsboro.

J. A. SADLER,
Soliciting Agent.
WORTH & DANIEL, Agents, Wilmington, N. C.
JAMES HAND, " 119 Wall St. N. Y.

CITY DRUG STORE.

KILGORE & CURETON,
Wholesale and Retail
Druggists & Apothecaries,
Corner Trade and Tryon Streets, Springs' Building.

Physicians' Prescriptions shall have especial attention, and carefully prepared at all hours.

Orders from the country will receive due attention and put up with care and dispatch.

KILGORE & CURETON.

SHEET IRON AND
SHEET BRASS AND ZINC.

OATES, WALTER BREM & CO'S.
New Hardware Store,
feb18-tf Mansion House Corner.

ST. PETER'S SCHOOL

Will be open on Monday next, for all classes of boys. Competent assistants have been secured. Tuition charged from date of entrance.

Tuition in English Studies,
per Session of 5 months, $10.00
" in Classical Studies, $20.00

NEW SOUTHERN NOVEL.—

J. HALL & SONS, 16 Murray Street, New York, will publish in a few days,

MINOR PLACE:
A Tale of Southern Home Life.

By a Lady of Tennessee, a native of Alabama.

1 Vol. 12 Mo. Price $1.50.

Orders solicited. Sent by mail, post paid, on receipt of price.

**A copy of the book will be sent to any Editor who will publish the above, together with this note, and forward a marked copy of the paper to the publishers. fe2—1f

C. & S. C. AND C. & A. RAILROADS,
TIME TABLE.
GOING SOUTH.

Leave Charlotte,	6.30 A. M.
Arrive at Columbia,	1.50 P. M.
Leave Columbia,	2.30 P. M.
Arrive at Graniteville,	7.30 P. M.

GOING NORTH.

Leave Graniteville,	7.40 A. M.
Arrive at Columbia,	12.15 P. M.
Leave Columbia,	12.50 P. M.
Arrive at Charlotte,	7.35 P. M.

Making close connections at Graniteville with South Carolina road for all points South and West, and at Charlotte with trains of the N. C. Road for all points North and East.

C. BOUKNIGHT, Supt.

LOUNGUE, STAY, STRETCHER,
LOG, BREAST AND LOCK CHAINS, AT
OATES, WALTER BREM & CO'S.
New Hardware Store,
feb16-tf Mansion House Corner.

CITY ORDINANCE.

Be it ordained by the Board of Aldermen, That no Barber Shop shall be kept open for the accomodation of customers, on Sunday, under a penalty of ten (10) dollars for each offence, and if any person is seen coming out of, or going into, such Shop, the same shall be *prima facie* evidence of a violation of this ordinance

Adopted, February 18, 1869.
A true copy. A. BURWELL,
City Clerk.

BRIDLES! BRIDLES!

A large lot just received at
OATES, WALTER BREM & CO.'S
New Hardware Store, Mansion House Corner.

$50,000
REWARD.

J. T. BUTLER,

Has just returned from the North with another cargo of those good old

SPOONS,

And a splendid lot of Fine

Gold and Silver Watches,
Both English and American.

JEWELRY,
OF THE BEST QUALITY.

Ladies' Sets, Sleeve Buttons, Studs, Gold Keys, THIMBLES, CHAINS, Charms, North Carolina Gold Rings, Gold Pens, Gents' Masonic Pins, Gold Silver and Steel Spectacles,

And many others articles in this line too numerous to mention.

SILVER WARE,

Spoons, Knives and Forks, Castors, Butter Dishes, Tea Sets, Water Pitchers, Napkin Rings, Cups Snuff Boxes Syrup Cups Cake Baskets Cake Knives, Pie Knives Butter Knives &c.

CLOCKS.

American, French, Swiss and English, Marble Case Clocks, Gilt Case French Clocks, Rosewood and Mahogany Case Clocks.

Clocks from $2.50 to $100.

CUTLERY.

Table Knives and Forks,
FROM 25 CENTS A SET UP.
POCKET KNIVES.

Come and see them, as they are going fast.

FANCY GOODS,

Walking Canes Guns Pistols Caps Cartridges Metallic and Paper Bullet Moulds Powder Flasks Violins Bows Bridges Strings Accordeons Harmoniums Dog Calls Merschaum and Briar Root Pipes. Watch-makers' Tools and Materials Hands, Glasses, Keys, &c., &c.,

And many other articles too numerous to mention.

PARTICULAR ATTENTION
Paid to Repairing Watches, Clocks and Jewelry.

All work done at this establishment
Warranted for Twelve Months.

All the above goods I will sell CHEAPER than you can get them any where in the DISUNITED States of America.

The Highest Price Paid
FOR
OLD GOLD AND SILVER.

My friends that are in my debt will please call and settle, as I am tired of looking at their old accounts. I will take Five per cent. off for cash, as I want money.

JOHN T. BUTLER,
Watch-maker, Charlotte, N. C.
No Relation to the BEAST.

R. H. GRIFFIN,
FORMERLY OF SOUTH CAROLINA.
R. H. GRIFFIN & CO.,
ADVERTISING BUREAU,
No. 117 W. Baltimore Street,
CORNER SOUTH, OPPOSITE "SUN BUILDING,"
BALTIMORE, MD.
oct 21

G. G. HENSLER,
PROFESSOR OF MUSIC,
CHARLOTTE, N. C.,

WILL give private instructions on the following instruments:

Piano, Organ
Melodeon, Violin
Guitar, Flute
and Brass Instruments.

VOCAL MUSIC.—Instructions given in the Science of Harmony and Thorough Bass.

Pianos and Melodeons Tuned and Repaired.

For further particulars enquire at the Book Store, of Messrs. Iddy & Bro., where all orders must be left.

Also, for Sale,

One set of superior BRASS INSTRUMENTS. Enquire as above. nov 24

LANDRETH'S GARDEN SEEDS.

Just received a supply of these justly celebrated Seeds, which are warranted fresh and genuine. Also,

Herds Grass,
Clover and
Orchard Grass.

KILGORE & CURETON,
"Apothecaries and Druggists,"
Springs' Corner.

INSURE YOUR LIFE
IN
The Mutual Life Insurance Company
OF NEW YORK.

Cash Accumulations over $30,000,000 and Exclusively the Property of the Policy Holders.

Dividends Annually in Cash, which can be used either to increase the amount of Policy or to decrease the Annual Premiums.

Over $300,000 returned to Southern Policy Holders, after the War, as the Surrender Value of their Policies.

Policies issued on all approved plans, and particular attention called to the ENDOWMENT POLICIES of this Company, as a safe and profitable investment.

The following from Rev. A. Smedes, will explain itself:

ST. MARY'S, March 1st, 1869.

A. S. CALDWELL, *Dear Sir*:—The Number of my Policy in the "Mutual Life" of New York, is 1,555. That Policy is in New York, and can best answer your question with accuracy. I think the Policy was issued about 25 years ago, when I was 34 years of age. The amount for which I was insured was $6,000; the annual premium $165. The dividends credited to the Policy are about $5,000, so that the Policy now is worth $11,000. The annual dividend now is more than sufficient to pay the premium. It is therefore self supporting.

ALDERT SMEDES.

For further particulars apply to

A. S. CALDWELL.
Agent, Mutual Life, New York.
CALDWELL & BRENIZER,
General Life and Fire Insurance Ag't's,
OFFICE, FIRST NATIONAL BANK BUILDING,
CHARLOTTE, N. C.

DEGRAAF & TAYLOR,
FURNITURE, CARPETS
AND MATTRESSES
Wholesale and Retail.
MANUFACTORY AND WAREROOMS,
87 & 89 Bowery,
65 Christie Street
130 & 132 Hester St.,
NEW YORK.
(CONNECTED UNDER ONE ROOF.)

We have now on hand the largest stock of entirely new patterns and designs for furnishing Houses throughout ever offered by one house in the City, and at a great deduction in prices.

Our CARPET DEPARTMENT is under the superintendance of H. S. BARNES, who is well and favorably known to the public, having been a long time with Sloane & Co., in Broadway, and for the last four years with Lord & Taylor. Our stock of Carpets is entirely new, and well selected, this branch having been just added to our business.

The MATTRESS DEPARTMENT is entirely under our supervision, all being made on the premises. Every Mattress guaranteed.

Steamboats, Hotels, Churches, Public Halls and Private Houses furnished throughout at wholesale prices.

The Floating Palaces—the Steamers of the People's Line on the Hudson River—were furnished by us.

Prices Defy Competition.

Second and Third Ave. Cars pass our Stores. Entrance 87 and 89 Bowery, New York.

mar 18—3m

CAUTION!

We desire to warn the dealers in, and consumers of snuff generally, that since the war, certain tobacco manufacturers, being unable to find a market for their snuffs, felt themselves obliged to counterfeit the general appearance of our packages, and imitate our Trade Marks, so that a close inspection is necessary to detect the spurious article from the genuine, and others going so far as to assert that "Lorillard's Snuff is no longer made."

In making this publication we desire to warn the public against the impositions practiced upon them; for they are the losers thereby. It will be found upon comparison that Lorillard's Snuff is "far ahead" of all others, being made of the best stock, after an original and secret process known only to ourselves, besides possessing great age, strength and pungency, and is warranted not to contain any dangerous or deleterious substances, which cannot be said of the many worthless articles put on sale by others. The best is the cheapest in the end. A circular will always be mailed on application. In ordering please specify if Salt Snuff (High Toast), or Fresh Snuff (Extra Scotch) is desired.

P. LORILLARD, New York.

TO ARRIVE.

1,000 lbs. Cheese,
1,000 " Choice Bacon,
1,200 Bushels Corn,

at
M. L. WRISTON & Co's.
Auction and Commission Merchants.

DISSOLUTION OF COPARTNERSHIP.—The firm heretofore existing under the name and style of NISBET & MAXWELL is this day dissolved by mutual consent. The business hereafter will be conducted by D. G. Maxwell, who is authorized to collect all debts due the firm.

A. R. NISBET,
D. G. MAXWELL.
Charlotte, March 13, 1869.

NOTICE.

Having purchased the interest of Mr. A. R. NISBET, I will continue the business in my own name at the same stand, and respectfully solicit a continuance of the patronage so liberally bestowed upon the late firm.

D. G. MAXWELL.
Charlotte, March 13, 1869.

BAKERY.

Bread! Bread! Bread!!

The undersigned, having bought out the Baking establishment of J. F. Kinzel, is now prepared to furnish everything in his line.

He hopes, by fair dealing and prompt attention to business, to secure a large share of patronage.

Fresh Bread Every Day.

A supply of the best Cheese, and a large lot of

COUNTRY BACON.

WM. N. PRATHER

BACK AGAIN.

I am happy to announce to my numerous friends, and acquaintances, that I have again resumed my old stand with

B. KOOPMAN,

Where I will always be delighted to see them, and also hope to receive of you that kind and liberal patronage, which you have heretofore honored me.

W. D. RUSSELL.

BARBERING.

GENTLEMEN, desiring anything in this line can be accommodated at WILLIAM GRAY'S new building, by a German Barber, one who understands his business well.

nov 28 tf FRANK SHELINGER.

COLUMBIA AND AUGUSTA RAILROAD.

REPLY OF

COL. WILLIAM JOHNSTON,
President of the Columbia and Augusta Railroad,

TO THE INQUIRIES OF

COL. RICHARD YEADON,
At the Meeting of the Stockholders of the South Carolina Railroad.

Col. Richard Yeadon:

SIR—At the recent Convention of the Stockholders of the South Carolina Railroad Company, held in Charleston, some statements are reported to have been made in reply to certain inquries propounded by you, which are calculated to produce erroneous impressions in regard to my action and to the course and policy of the Columbia & Augusta Railroad Company. Although much averse to appearing in this manner before the public, official duty requires that I should place in a proper light the course and action of the company I represent. I trust you will excuse the liberty I take in addressing this communication to you.

The following is the report, taken from the Charleston *News*, of the inquiries made by you:

"Col. Richard Yeadon then arose and said that he wished to be informed in regard to an important point in the affairs of the company, upon which the report of the President and Directors of the Railroad was entirely silent. Without intending to find any fault with the directors he felt compelled to inquire what was the condition of things between the South Carolina Railroad Company and the Columbia & Augusta Railroad Company, between which companies there has been much litigation.

"There were many rumors afloat, and he would like to know the facts of the case. The South Carolina Railroad Company had been defeated, he believed, in most of the steps which had been taken in the courts. He heard from one of the counsel of the Columbia & Augusta Railroad Company that two offers had been made to the South Carolina Railroad Company by the Columbia & Augusta Railroad Company, for the use of the track of the South Carolina Railroad between Graniteville and Augusta. One proposal was to give the South Carolina Railroad a *pro rata* share of the receipts of the Columbia & Augusta Railroad between Columbia and Augusta. The other was to give the South Carolina Railroad Company $100,000 for the use of their track to Augusta. Both propositions, he understood, had been rejected. If it was a settled matter that the Columbia & Augusta Railroad were to be permitted to build a separate track, it was certainly to the advantage of the South Carolina Railroad Company to accept one of these propositions. If there were good reasons why both these propositions should have been refused, he would like to know them."

Mr. Magrath, in reply, referred the Convention to the company's Solicitor for information in regard to the litigation, but it does not appear that any such information was furnished. As to the other part of your inquiry he is reported to have said:

* * * * *

"As to the propositions which were said to have been made, he wished to speak pointedly and plainly. *He denied most emphatically that either one or the other had been made.*"

In connection with this statement of Mr. Magrath I ask your attention to the following correspondence between him and myself on this subject:

(COPY A.)

CHARLOTTE & S. C. R. R. Co.,
Columbia, 29th Sept., 1868.

W. J. Magrath, Esq., President:

DEAR SIR: The Columbia & Augusta Road will be finished from Columbia to Graniteville on or before the first of November next. To facilitate the transportation of both trade and travel over your road as well as this, it would be desirable to run the trains of the latter to Augusta over your track from Graniteville and back to that point.

As an inducement to such an arrangement, the Columbia & Augusta Railroad Company offer to your Company three fifths of all the receipts of freights and passengers over your road—your Company supplying the wood and water necessary.

It is also further proposed that the Columbia & Augusta Railroad will make no competition with your road between these points, and that its tariff of rates shall be the same as yours while using your track. An early reply is invited.

Very respectfully,
(Signed) WM. JOHNSTON,
President.

(COPY B.)

CHARLESTON, 2d October, 1868.

Wm. Johnston, President.

DEAR SIR:—I am in receipt to-day of your letter of the 29th

I will lay it before the Executive Committee at its first session, but I hardly think it will be favorably considered if I may judge from their unanimous dissent on the 30th ult., to the communication of Mr. Dorsey, proposing rates, etc.

Very respectfully,
(Signed) W. J. MAGRATH,
President.

(COPY C.)

COLUMBIA, S. C., October 21st, 1868.

W. J. Magrath, President of the South Carolina Railroad Company, Charleston South Carolina:

DEAR SIR:—I wrote to you more than a fortnight since proposing certain terms for the use of the track of the South Carolina Railroad from Graniteville to Augusta. In your acknowledgement of this letter you state that you do not believe the Executive Committee will accede to the terms proposed. The Columbia and Augusta Railroad Company will soon be running its trains to Graniteville, and in its behalf I now offer to pay to the South Carolina Railroad Company all the receipts of its trains between Graniteville and Augusta, and vice versa, from freight and passengers for the use of its track between those points. The South Carolina Railroad Company furnishing the necessary wood and water.

Very respectfully,
(Signed) WM. JOHNSTON,
President.

In reference to these propositions Mr. Magrath is reported to have said:

* * * * *

"The President of the Columbia and Augusta Railroad had offered to give the South Carolina Railroad Company for the use of their track between Graniteville and Augusta, whatever the trains of the Columbia, and Augusta Railroad Company might earn between Graniteville and Augusta. To this proposition it had been replied that the offer amounted to nothing, and that the Columbia and Augusta Railroad had never been offered a *pro rata* on the amount of earning between Columbia and Augusta."

What Mr. Magrath meant by this statement it is difficult to conceive. That he should have misunderstood the import of the proposition is not to be supposed, for language cannot be more explicit than that in which it is expressed. For the use of the track of the South Carolina Railroad Company between Graniteville and Augusta, the Columbia and Augusta Railroad Company proposed to pay over "*all* the receipts of its trains between Graniteville and Augusta, and *vice versa*, from freights and passengers." The proposition, in its very terms, included necessarily a *pro rata* on the *through* freights, and travel passing over the eleven miles of the South Carolina Railroad between Graniteville and Augusta, whether the freights or passengers came from Columbia or Augusta, from New York or New Orleans. In truth the proposition involved more than what is ordinarily known as a *pro rata*. It involved a proposition to pay over not Alone a proportion of the earnings represented by eleven miles of the entire line, but a proportion represented by that section of the line on which the freights and travel will be the heaviest. Augusta is the largest commercial city with which the Columbia and Augusta Railroad is connected, and for years past, more than three-fourths of the traffic and travel of that portion of the State, through which it passes, has sought that market.

With the increased facilites of access it may be assumed that that city will continue to be the commercial mart of that section of the State, and that the eleven miles of the line next to Augusta will contribute by far the most profitable section of equal extent between Columbia and Augusta. Under my offer, therefore, not only would the South Carolina Railroad Company have received their *pro rata* on all *through* business, but they would have received a *pro rata* on all *local* traffic and travel from and to Miles' Mill, Pine House, Johnson and Ridge Spring Depots—a distance of more than half of the entire line. The offer was not in terms expressed as a *pro rata*; it was in fact from from 30 to 40 per cent. more than a *pro rata*; and if the axiom in mathematics be true that "the greater includes the less," the proposition cannot be construed otherwise than an offer to pay "a *pro rata* of the amount of earnings between Columbia and Augusta." To say otherwise is to say that one is not offered $75, because the offer is $100! And yet this offer to pay over the *entire* earnings from freights and passengers over eleven miles of the line—equal, at the lowest estimate, to *one-fifth* of the entire earnings of the Company—this offer, Mr. Margrath says, "amounted to nothing!"

As to the reasonableness and sufficiency of this offer, you will allow me a further word:

The usual terms where two Railroad Companies use the same track in the South—one furnishing and keeping up the track, the other furnishing and keeping up the engines, cars and coaches—have been to divide the receipts or earnings, the track taking one-half and the trains the other half. The proposition of the Columbia & Augusta Railroad Company was to furnish the engines, coaches and cars, and do the transportation, giving to the South Carolina Railroad Company for the use of their track *all* the receipts and earnings on the 11 miles of their track thus used, and yet the reply was, if that the proposition was too insignificant to be entertained! I cannot better illustrate the import of this reply than to suppose the case, that one should offer to work for you for nothing, furnishing his own rations, clothing, shelter and tools, and you should reply: "Your terms are unreasonable—you must do better than that!"

But it is said by the Hon. G. A. Trenholm that these are not "liberal terms at all." He further says, "I told him (Mr. Johnston) that his offer was equivalent to taking away half of our business, and give us in return one-tenth of what he took away!" The objection to such a statement as this is, that it is mere sophistry; and that

it should have been made is somewhat remarkable, when one reflects that it came from a gentleman of high business character and intelligence, that it was addressed to a Convention of intelligent stockholders, who were asking information on the subject, and that, too, by one whose participation in the actual administration of the affairs of the Company would have well warranted him in saying "*quorum magna pars fui!*" When the proposition, to which he refers, was made, the Columbia & Augusta Railroad was nearly completed to Graniteville; and the right of the Company to continue their construction to Augusta had been established in law, and was no longer denied. The proposition made on this state of facts, was to procure on terms the use of the track of the South Carolina Railroad, between Graniteville and Augusta, for the trains of the Columbia & Augusta Railroad, instead of constructing a separate track. The question for the South Carolina Railroad Company to consider—and, as it seems to me, the only question—was "whether is it better to farm out the partial use of our track to the Columbia & Augusta Railroad Company, or by our refusal, compel them to construct a separate and independent competing track."

It was a plain business proposition one which has been solved by hundreds of other Railroad Companies similarly situated, and solved to the common interest of both Companies. But instead of so treating it, the reply is made: "Your Railroad from Columbia to Augusta will divert a large part of 'our business,' and we cannot therefore entertain your proposition unless you pay us something equivalent to what we lose!" There might be reason in this, if the refusal would defeat wholly the completion of the Columbia & Augusta Railroad to Augusta. But did these gentlemen for a moment suppose that their refusal to treat would cause an abandonment of the enterprise? That the Columbia & Augusta Railroad Company would not or could not, in the face of such refusal, complete a separate track to Augusta? Did they suppose that "our business" could be retained by such refusal—that the community and the business world would recognize such claim to "our business" and refuse to employ the agency of the Columbia & Augusta Railroad when completed?

I apprehend that the people of South Carolina and Georgia, to say nothing of the world beyond, are not aware that the South Carolina Railroad Company has an absolute property in the transportation of passengers and freights. They do not recognize that any railroad has a lien upon their persons and property as against all other roads; and, unfortunately for such pretentious claim on the part of the South Carolina Railroad Company, the Courts of the State had decided that, however exclusive may be their right to conduct the transportation between Augusta and Charleston and between Columbia and Charleston no such right exists or has ever existed as to the transportation between Columbia and Augusta.

In addition to the two propositions contained in the communications of the 29th September and of the 21st October, the Columbia & Augusta Railroad company have, within the last three years, submitted as many as five or six other propositions through their President, their Chief Engineer and Directors, inviting negotiations. Some of these overtures were in no manner noticed; others were simply rejected; and only in reply to the proposition of the 21st October was any reason assigned for its rejection, and that reason was simply that the offer was not sufficient. Besides these several propositions, the Directors of the Columbia and Augusta Railroad Co. appointed a special committee of Directors, consisting of Colonels Childs and Gibbs, and Foster Blodgett, Esq., then the Mayor of Augusta, to confer with a similar committee from the Directors of the South Carolina Railroad company, and negotiate terms of adjustment between the two companies. This committee went to Charleston and in an interview with a committee of the Directors of the South Carolina Railroad company were told "that all these questions had been referred to the Courts and they would have to be there decided!"

After the decision by the Court of Errors, determining every question of right at issue between the two companies, the Columbia and Augusta Railroad company had reason to suppose, that all merely factious opposition would be yielded, and that the decision of the Court would be acquiesced in. In July, 1868, however, when the road was about to reach Graniteville, where its location required an entrance upon the lands of the South Carolina Railroad company, a communication was addressed to Mr. Magrath by one of the Directors of the Columbia and Augusta Railroad company asking him to unite in the selection of commissioners to assess the damages for the land required. In reply thereto the following letter was received from Mr. Magrath:

CHARLESTON, S. C., 25th July, 1868.

DEAR SIR:—In reply to your communication requesting that this company should unite with the Columbia and Augusta Company in an application to a Judge for the appointment of a Commission, etc., I beg to say, after a conference with members of the Board, that *we decline to take any steps which, directly or indirectly, would involve an admission of the right of the Columbia and Augusta Company to build a railroad from Graniteville to Augusta;* and that further, in any event, we regard our "Right of Way" a pecuniar possession, and not the subject of condemnation and assessment.

Very respectfully,
(Signed) W. J. MAGRATH,
President.

To J. G. GIBBS, Esq., Columbia, S. C.

When it is borne in mind that "the right of the Columbia and Augusta Company to build a railroad from "Graniteville to Augusta," was one of the points expressly made and expressly decided by the court of errors, the significance of this reply may be readily seen. This should have sufficed to dispel all hopes of negotiation, but the Columbia and Augusta company were not in a condition to invite or foster antagonism. They were not a rich corporation, but, on the contrary were struggling with pecuniary difficulties and embarrassments. Their credit abroad had been impaired by the litigation, and their interest was deeply involved in the adjustment of all matters of controversy in the most pleasant and mutually advantageous manner. They, therefore, persisted in their efforts to treat; they were anxious to avoid the expense of a separate track to Augusta; their interest impelled them to desire the use of the South Carolina Railroad track; they were interested in the economy of joint depots, of a common bridge across the Savannah; their location from Graniteville to Hamburg was necessarily upon the "right of way" of the South Carolina Railroad company, for, according to the sworn statement of Mr. Magrath himself, that location was "the only practicable location between those points"—all these matters impelled Columbia & Augusta Railroad company to desire an amicable arrangement; and to this end, they spared no effort. At no time, however, were they able to draw from the President of that company any single proposition in reply to the many overtures made, or to ascertain from him that any proposition whatever would be entertained!

This refusal to treat or to invite or suggest any proposition which might lead to a treaty, the Columbia and Augusta Railroad company well knew resulted from the *singular views* entertained by Mr. Magrath in regard to what he deemed the "exclusive rights and franchises" of his company and to the further idea that their "right of-way was a peculiar possession and not the subject of condemnation and assessment." These views, singularly opposed as they were to the opinion of the highest judicial tribunal of the State, and to the opinions of eminent jurists in this country and in England, led to a denial of the very right of the Columbia & Augusta Railroad company to construct their road; to a denial of the authority of the charter granted in 1858 and amended in 1863 and 1866; to the converting of the validity of the Act of 1868 prescribing the mode of assessing damages for appropriations of right-of-way; and to the many and seemingly interminable issues which have been thrown into the case.

Some allusion to the history and course of the litigation will be excused. The construction of the Columbia & Augusta Railroad was commenced in 1863, and was continued until interrupted by the advance of the Federal army in February, 1865. Soon thereafter the work was continued without interruption until the Spring of 1867. In April, 1868, the South Carolina Railroad company, after having slept for near four years over what they assumed to be their rights; after having quietly watched the irrevocable expenditure by the Columbia & Augusta Railroad company of nearly a million of dollars, filed a bill to enjoin the construction of the Railroad, on the ground that such a railroad was in derogation of their chartered rights. This bill was twice argued before Chancellor Carroll, on two distinct motions, the one for perpetual injunction, the other for injunction *pendente lite*.—Both applications were decideded adversely to the prayer of the bill after able and thorough argument. The cause was then heard in December, 1867, before the Court of Errors, and the decree of the Chancellor on Circuit was sustained. In this first bill the right of the Columbia and Augusta Railroad company to connect Columbia and Augusta by railroad was denied; their right to cross the track of the South Carolina Railroad near Columbia was denied; their right to connect Graniteville and Hamburg was denied; and their right to construct their railroad between Graniteville and Hamburg, upon the right of way of the South Carolina Railroad, was denied. In reference to the last named point, the fact was distinctly brought to the view of the Court, upon the affidavit of Mr. Magrath (and was not denied by the Columbia and Augusta Railroad company), that the location of the road from Graniteville to Augusta was upon the right of way of the South Carolina Railroad, and within fifty feet of their main track, and that was the only practicable location. These points, thus raised in the bill, were all adjudged adversely to the claim of the South Carolina Railroad Company, and with them were adjudged every principle which is now involved in the pending litigation.

Only one new feature was presented by the bill filed in October, 1868, and that was as to the right of entry upon the lands of the South Carolina Railroad company without the previous compensation required by the constitution and act of 1868. The difficulties which met the Columbia and Augusta Railroad company in reference to the payment of this compensation was that every effort to that end was resisted by the South Carolina Railroad company. Not only did they refuse to unite in the selection of Commissioners for that purpose, but resisted every effort which was made to procure them to be appointed by the Court; first, before Judge Aldrich in October, 1868, and again before Judge Platt in October, 1868.

The application to Judge Platt has been, in the first instance, granted and an order issued for the empanneling of a Compensation Jury under the Act of 1868. But this order was afterward set aside on motion of the South Carolina Railroad company, based upon the oath of Mr. Magrath that he had not refused permission to enter *since the passage of the Act of* 1868! Notwithstanding the fact that his action had been a persistent refusal from begining to end; notwithstanding his communication of the 25th of July; notwithstanding the fact that his motion to defeat the execution of the order was, in itself, a refusal, yet he made oath that he had not refused since the Act of '68 was passed; and as proof of such refusal was necessary in order to give the Judge jurisdiction, the motion to set aside the order was granted.

Pending the renewal of the motion, before Judge Platt, the second Bill for injunction was filed and a motion made before Justice Willard, to enjoin the prosecution of the work until the cause should be heard. This bill, as I have already said, presented no new feature, except as to the matter of previous compensation. And it is somewhat remarkable that, notwithstanding the persistent efforts of the South Carolina Railroad Company to prevent the ascertaining and payment of compensation, the fact that compensation had not been ascertained and paid was urged as an *equity* entitling them to a temporary injunction; and on this ground and this alone, a temporary injunction was granted against entry upon their lands until such compensation should be first made. Every further effort to procure a jury was thereupon resisted, and successfully resisted for nearly two months; and not until January, of the present year, when the compensation verdict was rendered and the amount deposited, were the Columbia & Augusta Railroad company enabled to move a dissolution of the injunction. Since then have followed motions in prohibition, motions to set aside the new verdict, motions for a new jury, and every other sort of motion which the ingenuity of counsel could suggest—all of which have so far been determined adversely to the movers.

In this wanton and vexatious litigation can be found nothing less than a persistent attempt, by every means which power, influence and money could command, to break down a feeble adversary, and ruin him by the mere process of exhaustion. It has not borne the features of an orderly appeal to the courts for the vindication of rights. The friends of it have not scrupled to resort to newspaper appeals, pending the litigation. They have not besitated to parade the litigation for other purposes of mischief, to scatter abroad copies of the *ex parte* arguments of their counsel, in order to cloud the prospect of the enterprise, to destroy public confidence in its ultimate completion, and thus impair, if not wholly destroy those resources of credit upon which I had to rely. Perhaps I would not exceed the mark, were I to say that $100,000 would not to-day repair the damages thus wantonly caused to the Columbia & Augusta Railroad company. Such an admission may, perhaps, yield a peculiar pleasure to the movers of this litigation. It may gratify them to know that even to that extent their effort has been successful. The public may not, however, be equally well content to know that the power and influence of a powerful and wealthy corporation have been thus used to defeat a struggling public enterprise, and to prevent the development and promotion of public interests in other directions, where so much of prostration remains.

The public may not be equally content to know that powers and privileges conferred for the public welfare, have been thus perverted to the sustaining of a monopoly of that class, against which the framers of many of our earlier Constitutions thought it proper to guard by the declaration that "exclusive rights and monoplies were anti-republican, contrary to public policy and not to be tolerated"—a principle, the wisdom of which is to-day, more thoroughly impressed upon the public mind than at any former period of our country's history. Nor can this plea avail that this litigation has been thus urged for the vindication of rights.—With one who earnestly and in good faith asserts and seeks to vindicate his rights, there is a public sympathy which will always sustain him. But this differs much from the assertion of a merely pretentious claim of right, for purposes of wanton vexation, and to annoy, embarrass and cripple a new and useful enterprise. Such has been the character of their claims. The Courts of the State warrant me in saying that it rested upon the assumption of exclusive rights and privileges which were not granted by their charter.—And from the first inception of the litigation, the movers of it should have known that such was the groundless character of this pretence of right.

I have authority for saying that in the year 1857 or 1858 after the project of a railroad from Columbia to Hamburg had assumed form and shape, the then President of the South Carolina Railroad Company, after consultation with his Board, referred the subject of the rights of his company to able counsel, and after a deliberate examination of the subject, the President was advised that his company had not the legal right to resist the construction of the projected Railroad. This advice the Court of Errors has since unanimously sustained. Mr. Trenholm was then a member of the Board, and must have forgotten this part of the history of the South Carolina Railroad, which comes to me from its former President. Doubtless he remembered it when he subscribed to one-fourth of the capital stock of the Columbia & Augusta Railroad to make a good investment of his Confederate money.

In reply to the remarks of Col. Siebels in the Convention, Mr. Trenholm earnestly denounces "popular clamor," and contends that the public have no right to complain of the policy and management of the South Carolina Railroad, in view of the fact that "stockholders had not received one dollar of dividends since the close of the war." A stockholder, as well as the public, may fail to find in this fact an argument to sustain the administration of the road. But this is a family quarrel in which I may not properly participate, nor need I to make a defence of "popular clamor," the denunciations of which furnished so much of the matter of his speech and that of Mr. Courtenay. Public opinion is generally right and is able to defend itself, and I need only to add, that, in this instance, has been vindicated in the courts of law and equity, in every form and variety of suits and motions, injunctions and prohibitions.

But Mr. Trenholm more particularly seeks to arraign me for my liberal spirit in negotiation. "I have always been willing to meet him," says he, "on fair and liberal terms. But he never came." He thereupon undertakes to repeat a proposition as coming from me, and giving it in quotation marks, as though in my very words. I certainly made no such proposition, and used no such language. My friend is authorized to publish any and all letters I ever wrote to him in relation to railroads. And in that connection, he can also publish his letter to me, wherein he proposed to break connection with the Wilmington & Manchester Railroad at Kingville, and give that through business to the Charlotte & South Carolina Railroad, provided the latter would direct its freights to Charleston instead of to Portsmouth, with my reply thereto. To this correspondence he has thought it proper to refer in order to reflect upon my illiberal spirit.

Further says Mr. Trenholm:

"We were willing to make money out of Mr. Johnston, but could not make a bargain with him. We had paid the city of Augusta $260,000 for the privilege of building our bridge across the Savannah river. We had built that bridge at great expense, and it was incumbent upon Mr. Johnston to pay us something corresponding to the expense we had incurred."

It is difficult to determine how to reply to such specious reasoning. It is difficult to believe that it falls from one whose judgment on business matters is ordinarily so accurate. Let us look at it. The estimated cost of the Columbia and Augusta Railroad from Graniteville to Augusta, including the bridge over the Savannah river, is short of $200,600. At any time the Columbia and Augusta Railroad Company would have been willing to save one-half of this expenditure by paying to the South Carolina Railroad company $100,000, or even $120,000 for the use of their track.

It was ample for the use of both companies, and in all probability would continue so for twenty years to come. Readily, too, would the Columbia & Augusta Railroad company have consented to pay for the use of the South Carolina Railroad track an annual sum equal to 7 per cent. on the estimated cost of constructing a separate track; and would have consented to refer the estimate to any competent engineer. Such terms as these would have been much more advantageous to the Columbia and Augusta Railroad than the proposition to pay the entire receipts upon the eleven miles. But no proposition of this or any other character would be entertained, for the reason that this same idea presented by Mr. Trenholm has pervaded the minds of Mr. Magrath and some others associated in interest with him, to-wit:

That because it has cost the South Carolina Railroad company a half million of dollars to construct their road from Graniteville to Augusta, it was, therefore, "incumbent upon Mr. Johnston to pay something corresponding to the expense" "thus incurred for the privilege of using their track! That is to say, for the partial and restricted use of eleven miles of the South Carolina Railroad track, including their bridge, the Columbia & Augusta Railroad company shall pay "something corresponding" to a half million of dollars, when they can construct a separate track and enjoy its exclusive use, for less than half that amount! and those were the "fair and liberal terms" to which Mr. Johnston "never came!" Admit that it has cost the South Carolina Railroad company, as alleged, $500,000 to connect with Augusta—admit that the privilege is worth to that company what they have paid for it—does it follow that it is worth the same amount to the Columbia & Augusta Railroad company? In what respect would the partial use of this track be worth to them, something corresponding to $500,000, when they can build a separate track for $200,000?

Whether or not the South Carolina Railroad company have purchased and now own the exclusive right to cross the Savannah river into Augusta, is a matter which rests between that Company and the city. The Columbia & Augusta Railroad company is bound by the city of Augusta to cross the river, and to conduct their road into the city; and more than six to one of her voters in 1866 voted for a subscription of $100,000 to the Columbia and Augusta Railroad on this very condition.

Mr. Courtenay, in his speech to the Convention, is reported to have said:

"A road is chartered from Columbia to Hamburg, the route is a practicable one; for the records of the courts will prove that by competent witnesses, but for some ulterior reasons it diverges and comes to Graniteville, and when it gets there, the President of that Company makes a proposition to the South Carolina Road to enter upon the free use of our road, bridges and privileges to Augusta for a consideration which really amounts to no consideration at all."

I suppose he meant to refer to the route from the Pine House to Hamburg. If so, in reference thereto I beg to say, that "the records of the Courts will show, by competent witnesses" that, in the opinion of two scientific engineers of high character, who surveyed the route referred to, it was found impracticable at any reasonable cost, and that without any "ulterior design" those engineers recommended the route via Graniteville. That point was not only on an air line from Columbia to Augusta, but was "on the most practicable route," within the strict and literal meaning of the charter of the Columbia & Augusta Railroad Company. Instead, therefore, of casting about for the "ulterior design," which directed the location by Graniteville, would it not be well to inquire what earthly reason could exist for the avoiding of Graniteville. If a dozen other "practicable" routes could have been found, was there any one more practicable? To reach Hamburg through this same valley of Horse Creek in which Graniteville is situated, the South Carolina Railroad Company, in the location of their road, diverged widely from their direct line, making their track at least fifteen miles longer between Charleston and Augusta than the old wagon road and twenty miles longer from Charleston to Columbia. The divergence of the Columbia & Augusta Railroad from the road usually travelled adds less than six miles to the distance between Columbia and Augusta, and it is now the straightest road in the State of equal or greater length, except the Northeastern and the Wilmington & Manchester Railroads.

One word more as to the "insignificant thousand or two" which I offered for the use of the track of the South Carolina Railroad from Graniteville to Augusta. The length of the South Carolina Railroad, with all of its branches, is about 243 miles. Before the war its income was over $1,500,000 per annum. Since then it has averaged for the last three years over $1,300,000 annually. This is over $5,300 for every mile of track, including the Camden Branch of 38 miles, which is said to have been a charge upon the balance of the road—not paying its expenses. As to the Columbia & Augusta Railroad, it is fair to assume that, after it shall have developed the country along its line and have attracted, by reason of its shortened distance, much new freight and travel that never would have passed over the South Carolina Railroad because of its more circuitous route—it is fair to assume that their per mile receipts will approximate the per mile receipts of the South Carolina Railroad. If so, and estimating these receipts at, say, $5,000 per mile, the proposition made by me to Mr. Magrath for the use of eleven miles, would, if accepted, have yielded to the South Carolina Railroad an annual income of $55,000, or putting the per mile receipts at only $4,000, the offer was still better even than the one referred to by Mr. Courtenay, as having been made by Col. Childs, (to wit: $35,000) and which he refused to accept, except upon the further condition that the Columbia & Augusta Railroad would agree not to compete at Augusta for freights, but would leave them wholly to the South Carolina Railroad Company.

That such propositions as those made by the Columbia & Augusta Railroad Company should have been rejected by any corporation under similar circumstances, can only be explained by attributing it to the *delusive infatuation that the Columbia and Augusta Railroad could not be built* or *could be stopped at pleasure*, and herein lies the truth of the explanation. The President of the South Carolina Railroad Company never realized until recently that the Columbia & Augusta Railroad would be completed even to Graniteville, much less did he entertain the idea that it would or could, in any short period reach Hamburg or Augusta. From the repeated offers made by me to treat for the use of his track from Graniteville to Augusta, he supposed that I could not make the connection otherwise; and that he needed but to shut his eyes and close his ears to every proposition I should make, and, as a matter of course, the whole scheme must necessarily collapse! Hence his refusal to treat or "to take any step which would directly or indirectly involve an admission of the right of the Columbia and Augusta Company to build a railroad from Graniteville to Augusta." In the meantime, whilst he thus slept in fancied security, the work of construction has gone on; and now having become awakened, he finds a separate track to Augusta nearly completed, and his opportunity for a good bargain irrevocably lost. In this extremity he again raises the clamor of "charter rights! privileges!! exclusive franchises!!" forgetting that the changes had been already rung before the courts on all of these words and phrases, and that they were found but as "sounded brass!"

This much, Sir, I have felt compelled to state, from a sense of official duty, in vindication of the course, policy and interests of the Company I represent.

WM. JOHNSTON,
President.

SPECIAL NOTICES.

How Hostetter's Bitters cure Dyspepsia.

THE WHOLE STORY IN A NUTSHELL.

The office of the stomach is to convert the food into a cream-like semi-fluid, called CHYME. This is effected partly by the action of a solvent, called the gastric juice, which exudes from the coating of the stomach, and partly by a mechanical movement of that organ, which *churns*, as it were, the dissolving aliment. The CHYME passes from the stomach into the duodenum, or entrance to the bowels, where it is subjected to the action of the bile, and the nutritious portion of it converted into a fluid called *Chyle*, which eventually becomes blood.

Now, it is evident that if the great solvent, the gastric juice, is not produced in sufficient quantity, or if the mechanical action of the stomach is not sufficiently brisk, the *first process of digestion* will be but imperfectly performed. It is also clear that if the liver, which plays such an important part in changing the nourishing portion of the chyme into the material of the blood, is congested, or in any unnatural condition, the *second process* will not be thoroughly accomplished. The result of the *two failures* is *dyspepsia*, complicated with *biliousness*.

The mode in which HOSTETTER'S BITTERS operate in such cases is this: they invigorate the cellular membrane of the stomach, which evolves the gastric juice, thereby insuring an ample sufficiency of the fluid to completely dissolve the food. They also act upon the nerves of the stomach, causing an acceleration of the mechanical movement necessary to reduce the food to a homogeneous mass. They also act specifically upon the liver, strengthening it, and so enabling it to produce an ample and regular supply of bile, for the purpose of converting the nutritious particles of the *Chyme* into *Chyle*, and promote the passage through the bowels of the useless debris.

In this way, HOSTETTER'S BITTERS cure dyspepsia and liver complaint. The explanation is plain, simple, philosophical, and *true*.

PAIN KILLER.

NORTHAMPTON, March 11, 1867.

Dear Sir:—I wish to add to your numerous testimonials. Last September, while at work cutting sole-leather with a die and a heavy iron mallet, I made mis-strike, and the mallet came down with its whole force on my thumb, splitting it from the first joint entirely open, and laid the bone bare. I supposed I had ruined my thumb forever; but I thought of your Pain Killer, as I had often heard of its healing qualities, I went about a half mile, and obtained a small bottle. I saturated a little cotton batting, first binding a waxed thread around the wound, and applied the Pain Killer, saturating the bandage two or three times a day. In five minutes the pain ceased, and in a week it entirely healed up; and I will say that I have never seen anything for healing qualities that equalled it; and I would earnestly recommend it to the public as a pain killer and a healer.

Yours truly, R. T. CLAFLIN.

Sold by Dr. JAS. N. BIRD, Charleston, and all Druggists. mar10-2w

POCKET KNIVES!

Largest assortment in the City.
Largest variety of styles.
Best of makes.
Most reasonable prices.
Come and see for yourself at
H. & B. EMANUEL,
Trade Street,
Next door to Huthleen, Burroughs & Co.

PLOW STEEL,
PLOW MOULDS,
CUT SLAB IRON, &C.
JUST RECEIVED AT
BREM, BROWN & CO.
mar16 Oates' Building, Trade Street.

RAISINS.
20 Boxes Layer Raisins,
JUST RECEIVED BY
D. G. MAXWELL'S.
a1

SNUFF.
700 lbs. Lorillard's Snuff, (with the stamps on) at the old price, just received at
D. G. MAXWELL'S.

MOLASSES.
5 Hhds. prime Molasses, just received at
D. G. MAXWELL'S.

AXES! AXES!
Just received, Wholesale and Retail at
OATES, WALKER BREM & CO.'s
New Hardware Store, Mansion House Corner.

DIVINE SERVICES TO-MORROW.

PRESBYTERIAN CHURCH—Rev. A. W. Miller.—Services morning and evening.

METHODIST CHURCH.—Rev. E. J. Meynardie.—Services morning and evening.

LUTHERAN CHURCH.—Rev. N. Aldrich. Services in morning.

EPISCOPAL CHURCH.—Rev. B. S. Bronson. Services morning and afternoon.

Baptist Church.—Rev. R. H. Griffith.—Services morning and evening.

CATHOLIC CHURCH.—Rev. Dr. O'Connel. Services morning and afternoon.

CALVERY MISSION.—Rev. J. F. Holton. Services morning and evening.

New Advertisements.

AT AUCTION.—Will be sold THIS EVENING, at 4 o'clock, P. M., the OLD FENCE around the yard of the Presbyterian Church. Sale to take place on the premises.

LADIES' DRESS GOODS.

We have just received an endless variety of Black and Fancy Silks, Silk Grenadines, Silk Tissues, Berages, Silk and Fancy Poplins, Challeys, Japanese Cloth, Lenas, Mozambiques, Alpaccas, Paris Dress Goods, Percales, Piques, Organdies, Percale and Organdie Robes, Jaconetts, Lawns, Figured Brilliants, Muslins, Ginghams, Chambras, Calicoes &c. Our stock of

DRESS GOODS

is full and complete, and every LADY should call and examine our stock before buying.

BREM, BROWN & CO.

FOR HOUSE-KEEPERS.

We have a large stock of Table Linen, Damask Napkins, Dollys, Towels, Allendale Counterpanes, Marsale Quilts, Pillow-case Linen, Linen Sheeting, Irish Linen, Linen and Cotton Diaper, Cotton and worsted Damask for window Curtains, Brown and Bleached Shirting and Sheeting &c.

BREM, BROWN & CO.

HOSIERY AND GLOVES.

We have in store a full assortment of Gloves, Hosiery &c.

BREM, BROWN & CO.

CAROLINA TIMES.

CHARLOTTE.

Saturday, March 20, 1869.

We publish this morning, to the exclusion of our usual miscellany, the able exposition of Col. Johnston of all matters in controversy between the South Carolina Railroad and the Columbia and Augusta Railroad.

A large number of the stockholders of the Charlotte road, who are our subscribers, are deeply interested in the controversy, as well as many of them who own property in the city; so we feel no excuse is necessary to them for thus occupying our columns. Indeed, we could occupy the space with nothing of more importance.

That road, when completed, will turn a vast amount of through travel *via* this section and will be of great benefit to this city.

Like everything from Col. Johnston's pen, this Reply is able, clear, and exhaustive, and will well repay even the casual reader for his time.

News Summary.

There is nothing from our State Legislature worth recording.

At the national capital the House is considering the Pennsylvania election contest. In regard to Mississippi the election committee stand six to six, the point of difference being whether Grant or a Convention shall appoint a Provisional Governor. The Reconstruction Committee will report a bill extending the time for removal of ineligible officers, with an amendment extending the extension to Mississippi and Texas, which involves its return to the Senate.

In the Senate, the bill selling the Chattanooga Rolling mills passed.

Advices from Madrid to the 18th report that barricades have been erected, and some fighting has occurred in Andalusia; two killed and six wounded. Abmurtar Minister Segosta advises Cortes not to enforce conscription.

Advices from Havana to the same date give many rumors of unimportant engagements. Troops have just been sent to Remedios. Two Mexicans arrived at Masacingua, and were imprisoned on suspicion of being rebel officers.

Y. M. C. A.—LECTURE.—The Rev. Dr. A. W. Miller, Pastor of the Presbyterian Church, will deliver a lecture before the Young Men's Christian Association, in the Methodist Church in this city, to-morrow night, at 7½ o'clock. All persons feeling an interest in the Association are invited to attend.

THE MINSTRELS.—Skiff & Gaylord's Minstrels will appear in Oates' Hall in this city on Monday night. Our city is seldom favored with such a combination of talent as this company boasts, and we would advise all to witness their performances. The Augusta Sentinel of Thursday speaking of the troupe says: Although the weather was very inclement, a very good audience assembled in Concert Hall last night to witness the second performance in this city of Skiff & Gaylord's Minstrel company. As was the case on the previous evening, the numerous performers did excellently, and were greeted with frequent and well deserved applause. We can, conscientiously, recommend this troupe to the press throughout the South as being a first class company of Minstrels.

PENITENTIARY.—A committee from the General Assembly has been at this place, making examinations in relation to a proper site for the penitentiary. An eligible site can be procured, and a quarry of excellent granite for building lies ten miles north of this place, within half a mile of the Piedmont Railroad. What impression was made upon the committee by this showing we are unable to say. We have a suspicion, however, that Raleigh will be determined upon as the point of location: indeed, it must be reluctantly confessed that Raleigh *deserves* the penitentiary, more than Greensboro, or almost any other place in the State.

We incline to believe that the Greensboro Patriot, from which we clip the above paragraph is in a rather sarcastic mood.

TO THE CITY TRADE.—We will deliver, free of charge, all goods purchased at our house, anywhere in the city. We keep a dray for the express purpose.

McMURRAY, DAVIS & CO.

Charlotte Cotton Market.

CORRECTED DAILY BY STEENHOUSE, MACAULAY & CO

CHARLOTTE, March, 19, 1869.

COTTON.—Sales to-day 6 bales at 25¾ to 26c. for middling, market unchanged.

Charlotte Prices Current.

BACON.		MOLASSES, per gallon.	
Hams, per lb.	22½a25	Cuba,	60a65
Shoulders,	16½a17	Sugar House,	60a00
Sides,	20½a21	New Orleans,	1.25
BAGGING.		NAILS, per keg	7.00a7.50
Dunny, per yard	24a26	OILS, per gallon.	
Hemp Rope, per lb.	8a10	Linseed,	1.75a2.00
Lard, per lb.	10a12½	Sperm,	3.75a4.25
BUTTER,	20a25	Kerosene,	75a1.00
CANDLES.		PAINTS, per lb.	
Adamantine,	22½a25	White Lead,	12a20
Tallow,	15 a17	Black Lead,	12a14
COFFEE.		Zinc, White,	12a15
Rio, per lb.	23a26	POWDER, per lb.	
Laguayra,	28a30	Rifle,	50a75
Java, "	40a45	POTATOES, per bushel.	
COTTON YARN,	185a2.00	Irish,	50a62½
CHICKENS,	18a25	Sweet,	75a1.00
CORN MEAL,	1.00a1.10	RICE, per lb.	12½a15
EGGS, per dozen.	12½	SALT, per sack.	
FLOUR.	$5.75a6.00	Liverpool,	2.75a2.85
Northern,	00.00a00.00	SHINGLES, per M	3.00a3.50
FEATHERS,	75	SPIRITS, per gallon.	
FRUIT, per bushel.		Brandy, Cognac,	$5a$12
Dried Apples, &c. p lb.		" Apple,	3.00a3.25
" Peaches,	6½a10	" Peach,	0.00a0.00
GRAIN, per bushel.		Wh'k'y, Corn,	$2.25a2.40
Corn,	1.00a1.05	" Rye,	2.50a3.00
Oats,	75a 80	SUGAR, per lb.	
Peas,	90	Raw,	13½a14
Wheat,	1.75a2.00	Muscovado,	15a15½
HAY, per cwt.	75	Crushed,	20
HIDES, per lb.		Clarified A	18½a19
Green,	5a6½c	Clarified C	17½a17½
Dry,	15a16	Loaf,	21
LEAD, per lb.	21c	TEAS, per lb.	
IRON, per bbl.	2.75a0.00	Hyson,	1.50a2.00
MACKEREL.		Imperial,	2.00a2.50
No. 1, half bbls.	11.50	Black,	75a1.50
No. 2, "	10.50	TALLOW, per lb.	10a12½
No. 2, per bbl.	20.00	TOBACCO, per b.	40a1.25
No. 1, by kits,	3.25	VINEGAR, per gallon.	
No. 2, "	3.00	White Wine,	1.00
No. 3, "	2.50	Cider,	50a75

RETURN OF THE VETERANS.

SKIFF & GAYLORD'S

MINSTRELS

AND

Brass Band!

WILL APPEAR

MARCH 22nd & 23rd

FOR TWO NIGHTS ONLY

AT OATES' HALL

The largest organization now in existence. Four Opera Comedians; the Magnificent Quartette; Andy McKee, the Great Song and Dance Man; the Grand Tripple Clog Dance. The wonderful Panoptipionic description of the following beautiful scenes: City of Bethleham; Birth-place of Christ; Mount Calvary and the Crucifixion; Burial Place of Lord Byron; Napoleon Reviewing his Army; Napoleon an Exile at St. Helena; Soldier's Dream of home; Ship at Sea, Storm Arises, Thunder Lightning and the wreck.

Forming Two Great Shows in One.

Price of Admission, 75 Cents.

Children, 50 Cents.

LOW GAYLORD, Manager.

JOE GAYLORD, Gen'l Agent.

ATTENTION!—"Independent Fire Company" you are ordered to meet at the Engine House on Saturday evening, 20th instant, at 8 o'clock in full uniform for practice.

By order of foreman,

P. E. NIMMO, Secretary.

HORNETS, REMEMBER!—You are ordered to meet at your Engine House in full uniform at 3 o'clock on Saturday afternoon next, (20th) for parade and exercise, and to test your new Hose. By order,

JAMES EARNSHAW, Captain.

THOS. M. TIDDY, Secretary. mar19-2t

$50 LOST.

On Thursday evening between D. M. Rigler's and Wiley & Gaston's Store, $50 in currency. It was wrapped up in brown tissue paper, the package contained two ten dollar bills, three fives, the balance in one and two dollar bills. Ten dollars will be paid to the finder on delivering the same to

A. A. GASTON.

At Wiley & Gaston's Stove & Tin Store.

W. C. & R. Railroad.

ALL FREIGHTS for shipment over this Road MUST be delivered at the Depot before SIX o'clock on the evening previous to the running of the train, or the same will not go until the succeeding train.

P. S. WHISNANT,

sept 11-tfw] Agent.

SAW MILL.

A Good Sawyer Wanted.

Apply at this office.

LADIES' COLLARS AND CUFFS.

A large stock of Ladies' embroidered and plain Linen Collars and Cuffs, at cost.

H. & B. EMANUEL,

Trade Street,

Next door to Hutchison, Burroughs & Co.

STATE NEWS.

MASONIC STATISTICS.—There are 211 working lodges in the State, 15 new ones have been chartered. Annual income $3,000. 45 Royal Arch Chapters. 5 Councils of Royal and Select Masters.

Dr. Wm. C. Tate a worthy citizen of Morganton, died on Thursday last.

The dwelling and kitchen of Mr. John Watson, near Jonesboro' in Moore county, were burned last Friday. The fire was caused by a cat who had taken fire running under a pile of cotton.

The gallant Col. Lee W. McAfee, of Shelby county, was married at Yorkville, S. C., on Thursday last to a daughter of the late Hon. Geo. W. Williams.

PERSONAL.—We are gratified at being able to state that Rev. Wm. Barringer, pastor of M. E. Church at this place, is again able to fill his pulpit, which has been without his valuable services since last October, at which time he was taken sick in the midst of an interesting revival of religion.—*Greensboro Patriot.*

SASSAFRAS.—Sassafras bark sells like hot cakes about Mebanesville. The negroes swarm the woods, realizing a few cents per pound on it.—*Hillsboro' Recorder.*

"It cost the people not less than $1,500 per day to run the Legislature."—*Ral. Standard.*

A. W. INGOLD, formerly of this paper, but now connected with the Charlotte *Times*, favored us with a call last week. Charlotte has done well in securing his valuable services in the newspaper business.—*Greensboro Patriot.*

Special Notices.

SARATOGA

A

SPRING WATER.

SARATOGA, in the State of New York, is one of the most remarkable mineral reservoirs upon the surface of the Globe. Within an area of a mile in diameter are some thirty mineral springs—no two of them alike. In some of the waters, Chloride of Sodium predominates; in others, Iodine, Magnesia, Sulphur, Chalybeate, etc. The beneficial effects of some of these waters, as medicinal agents, are known throughout the civilized world. Probably one hundred thousand persons visit these Springs annually. Many hundred thousand bottles of the water are transported and consumed in the various localities of the country.

The Saratoga "A" Spring Water is probably the most effective mineral water found on either continent. It will be observed that it has ten per cent. greater mineral properties than the celebrated Congress Spring; four times that of Baden Baden of Austria; five times that of Aix la Chapelle in Prussia; twice that of Vichy in France; nearly three times greater than the renowned Seltzer of Germany; and equally over the Spas of Bath, England, and Kissengen in Bavaria.

The reputation of this water is based upon its effects in diseases of the stomach, liver, bowels, kidneys, and spleen, and sets with wonderful benefit in cases of Chronic Dyspepsia, Constipation, Gravel, Gout, Scrofula, Cutaneous Affections, General Lethargy, Soreness, and Prostration of the system.

The value of mineral waters has been prized and acknowledged by medical men since the earliest civilization. A celebrated authority says:—"The virtues of mineral waters have been best shown in the treatment of obscure and chronic diseases.

Agents for the Saratoga "A" Spring Water,

JOHN F. HENRY,

21 Park Row, New York.

Sold by F. Scarr and J. H. McAden,

feb 8-3m Charlotte, N. C.

CHARLES' LONDON

CORDIAL GIN

Or Pure Liqeur of Juniper Berries.

This favorite brand of Pure London Cordial Gin, has stood the test of time, imitation, piracy, high tariffs and unfair competition, and still enjoys a constantly increasing sale; showing that true merit does not always go unappreciated.

Charles' London Cordial Gin

is offered to the public as a perfectly reliable specific in all cases of DISEASED BLADDER and KIDNEYS. It acts directly on these organs, with a directness and speediness, which render it invaluable to persons suffering from GRAVEL, DIABETES, INFLAMED BLADDER, scanty and highly colored urine, and in all cases where from whatever cause, a healthful diuretic is required

Ladies subject to painful menstruation, can by the use of Cordial Gin a few days previous to and during illness obtain great relief. In such instances it should be taken with sugar and warm water.

As a tonic and beverage this Gin is unequaled, as it possesses none of the headache properties to be found in those poisons, now so frequently sold under the names of Gin, Brandy, Whiskey, &c.

JOHN F. HENRY, Sole Importer,

21 Park Row, New York.

Sold by F. Scarr and J. H. McAden,

feb 8-3m Charlotte, N. C.

CHEROKEE CURE.

THE GREAT INDIAN MEDICINE,

Cures all diseases caused by self abuse, viz:—Spermatorohea, Seminal Weakness, Night Emissions, Loss of Memory, Universal Lassitude, Pains in the Back, Dimness of Vision, Premature Old Age, Weak Nerves, Difficult Breathing, Pale Countenance, Insanity, Consumption, and all diseases that follow as a sequence of youthful indiscretions.

The Cherokee Cure will restore health and vigor, stop the emissions, and effect a permanent cure after all other medicines have failed.

Price $2 per bottle, or three bottles for $5. Sold by

J. H. McADEN,

Charlotte, N. C.

CHEROKEE REMEDY, Cures all Urinary Complaints, viz:—Gravel, Inflamation of the Bladder and Kidneys, Retention of Urine, Strictures of the Urethra, Dropsical Swellings, Brick Dust Deposits, and all diseases that require a diuretic, and when used in conjunction with the

CHEROKEE INJECTION,

does not fail to cure Gonorrhea, Gleet, and all mucous, Discharges in Male or Female, curing recent cases in from one to three days, and is especially recommended in those cases of Fluor Albus or Whites in Females. The two medicines used in conjunction will not fail to remove this disagreeable complaint, and in those cases where other medicines have been used without success.

Price Remedy, One Bottle, $2, Three Bottles $5.
" Injection, " " $2, " " $5.

Sold by J. H. McADEN,

Charlotte, N. C.

TABLE & POCKET KNIVES,

Large Stock, Wholesale and Retail, at

BREM, BROWN & CO'S,

Hardware Store, Oates' Building.

Jouvin's Kid Gloves,

FIRST Quality, 50 cents and $1.00 per pair—worth $2.00

H. & B. EMANUEL

KILGORE & CURETON,

Apothecaries and Druggists.

Springs' Corner.

Pure Drugs, Medicines, Paints, & Oils.

LANDRETH'S warrented

GARDEN SEEDS

just received.

1869 SPRING 1869

H. & B. EMANUEL.

Having reduced our stock to the lowest point, we are now opening an entirely

NEW ASSORTMENT

OF

Staple and Fancy Goods,

for the Spring trade. And having brought entirely for cash, at the lowest prices the market has touched, we offer

GREAT INDUCEMENTS

to our customers. Our stock embraces

Staple Fancy Dry Goods,

NOTIONS,

CLOTHING,

Hats, Caps, Boots, Shoes,

Trunks, Valises, Carpets, Hardware, &c. We have a large stock of Pocket Knives, which we are selling cheaper than ever. A good stock of

Yarns and Sheetings

always on hand.

Window Shades and Wall Paper

for sale very low. Be sure to give us a call before buying elsewhere.

H. & B. EMANUEL,

Trade Street,

Next door to Hutchison, Burroughs & Co.

D. G. MAXWELL,

WHOLESALE AND RETAIL

GROCER

AND

CONFECTIONER,

CHARLOTTE, N. C.

LOOK TO YOUR INTERESTS!

AND WHEN YOU WANT TO BUY

Good Groceries

AND

CONFECTIONERIES,

CHEAP FOR CASH OR BARTER

CALL ON

D. G. MAXWELL.

SMOKING TOBACCO & CIGARS.

The Best Stock in the City,

at D. G. MAXWELL'S

ENGLISH DAIRY,

MOUNTAIN AND FACTORY

CHEESE,

at D. G. MAXWELL'S.

RIO, LAGYUARA AND JAVA

COFFEE,

at D. G. MAXWELL'S.

SUGAR.

40 bbls. Refined and Brown

SUGAR,

at D. G. MAXWELL'S.

PICKLES.

BY THE DOZEN OR

IN JARS,

at D. G. MAXWELL'S.

MOLASSES AND SYRUP,

ALL GRADES,

at D. G. MAXWELL'S.

GLOVES.

A complete stock Ladies' Cloth, Lisle Thread and Silk Gloves, for sale at cost.

H. & B. EMANUEL,

Trade Steet,

Next door to Hutchison, Burroughs & Co.

DRUGS, CHEMICALS, &C.

If you want Drugs, Dye Stuffs, Chemicals, Paints, Oils, Medicines, Window Glass, all sizes, good Putty, Patent Medicines, and every thing kept in a Southern Drug Store, call at J. H. Batt's Drug Store, corner Trade and College streets.

Country Merchants will please call and get prices. The amount of Goods that I have been jobbing for the last few months, convinces me that I must be selling at reasonable prices.

DR. JAS. N. BUTT,

Corner Trade and College St., Charlotte, N. C.

CLOTHES WRINGERS,

at

BREM, BROWN & CO'S.,

Hardware Store, Oates' Building.

FINE BLACK FROCK COATS

AND DOE SKIN PANTS,

for sale at cost to close them out.

H. & B. EMANUEL,

next door to Hutchison Burroughs & Co.

Trade St.

WE KEEP OUR STOCK OF

Hardware Full and Complete.

BREM, BROWN & CO.,

Oates' Building.

BREM, BROWN & CO.

Would say to their friends and customers that their MR. BROWN is now in New York selecting their stock of goods for the spring trade.

FLOWERS.

A lot of French and American Flowers for Ladies' Bonnets and Hats, for sale at a great sacrifice to clore them out.

H. & B. EMANUEL,

Trade Street,

Next door to Hutchison, Burroughs & Co.

THE FIRST IN THE FIELD.

New goods daily receiving, bought before the late advance in prices,

WHOLESALE BUYERS

will find it to their advantage to look through our stock before purchasing elsewhere.

H. & B. EMANUEL,

next door to Hutchison Burroughs & Co.

Trade St.

PAINTS,

OILS,

GLASS,

PUTTY, &c.,

at SMITH & BREM'S.

McMURRAY, DAVIS & CO.,

DEALERS IN

GROCERIES, HARDWARE,

Staple Goods, Shoes, &c.,

Trade Street, Charlotte, N. C.

The largest store-room in the city, and the largest stock of Goods, which will show for itself, upon examination. We keep every article a family may need. Come in, and we will sell you your whole bill, and save you the trouble of running around.

One of our firm has just returned from New York, and we are now receiving daily a large stock of staple and fancy

DRY GOODS

consisting in part of sheetings, drillings, stakings bleached shirtings, Irish linens, Ginghams, prints, delaines, lawns, muslins, &c., &c., &c. A large stock of

Notions, Trimmings, &c.

Also a full stock of men's and boys' Hats and Caps, and ladies' and Misses' Hats. A full line of men's and boys' and ladies' and Misses'

Boots and Shoes,

of all styles and qualities. A large supply of upper and sole Leather, Saddles, Bridles and Horse Collars,

HARDWARE,

Nails, Hoes, Axes, Shovels, Spades, Forks, Trace Chains, Draw-Knives, Hand-Saws, Cotton Cards, Roping of all sizes. Also a large assortment of

Table Cutlery,

Pocket-Knives, Shears, Scissors, &c. Tin, Wooden and Hollow Ware.

GROCERIES.

We invite attention to our large stock of Family Groceries:

100 Sacks Rio Coffee,
100 bbls. Assorted Sugars,
100 " Molasses and Syrups,
10 tierces Rice,
75 boxes Cheese,
20 kits Mackerel,
50 half-bbls. do.,
25 bbls. do.,
150 Sacks Family Flour,
Bacon and Lard,
3000 lbs. fine Hams,
75 boxes Adamantine Candles,
100 boxes Soda,
100 boxes assorted Candles,
75 boxes Raisins,

Canned Oysters, Sardines, Soda, Butter and Lemon Crackers, Pickles, Pepper, Spice, Ginger, &c., &c. In fact every thing to be found in a first-class Wholesale and Retail Store, which we offer on the most liberal terms, for cash or country Produce.

Give us a call before buying elsewhere, as we are determined not to be undersold.

McMURRAY, DAVIS & CO.

PERUVIAN GUANO.

This standard Manure, purchased direct from the Agent of the Peruvian Government, can be relied on as uniform in quality, and productive of the largest crops. We expect to keep on hand none but the

Pure and Genuine Article.

Our facilities are such that we can sell to farmers and planters, if required, on time. Now is the time to raise a big cotton crop, and this is the article to do it with. Our terms

ARE AS CHEAP

as any house in this section of the State for the pure article. Those who wish to use it will please communicate with us at once. Remember we purchase only from the agent of the Peruvian Government, so therefore can warrant ours as pure and genuine.

McMURRAY DAVIS & CO.,

Trade Street.

DRUG NOTICE.

Received, and for sale, at Dr. J. N. BUTT'S Drug Store, sign of mortar and red barrel, a very large lot of

KEREOSENE LAMPS

as low as fifty cents; also, a great variety of LANTERNS, medium to very fine, for conductor's use. Besides, a large supply of the very best

No. 1 Kerosene,

warranted not to explode, and to be perfectly safe and free from danger.

Call at Dr. J. N. Butt's Drug Store and examine a new KEREOSENE CHIMNEY, which is said to be very superior, and will stand almost any amount of heat without breaking. Another fresh supply of

CLOVER SEED, CABBAGE

and other seeds.—Landreth's & Buists.

Dr. JAS. N. BUTT'S.

GARDEN RAKES,

Just received at

OATES, WALTER BREM & CO,

New Hardware Store, Mansion House Corner.

To the Wholesale Trade.

CALL AND EXAMINE OUR LARGE STOCK OF

HARDWARE,

at BREM, BROWN & CO'S,

Oates' Building.

SMITH & BREM,

WHOLESALE AND RETAIL

DRUGGISTS

Granite Corner,

CHARLOTTE, N. C.

A FULL STOCK OF

Drugs and Medicines

at SMITH & BREM'S.

HOES! HOES!

Just received a large Stock, Wholesale and Retail, at

BREM, BROWN & CO'S.,

Hardware Store, Oates' Building.

BUIST'S

Garden Seeds

at SMITH & BREM'S.

CLOVER,

TYMOTHY AND

GRASS SEED

at SMITH & BREM'S.

LAMPS AND

Lamp Fixtures,

at SMITH & BREM'S.

PERFUMES AND

Toilet Articles

at SMITH & BREM'S.

FOUGERA'S

Cod Liver Oil

at SMITH & BREM'S.

BOUDAULT'S

PEPSINE,

for dyspeptics, at SMITH & BREM'S.

BROAD AXES

at

OATES, WALTER BREM & CO'S.

feb16-tf New Hardware Store, Mansion House Corner.

H. L. WRISTON, Late of Rock Island, S. C.

E. S. BOSTICK, Of Iredell Co., N. C.

THOS. H. GAITHER, Of Mocksville, N. C.

M. L. WRISTON & CO.,

Auctioneers and General Commission MERCHANTS,

For the Sale and Purchase of Tobacco, Cotton, Grain, Flour, Produce and Merchandize of all kinds.

MANSION HOUSE BUILDING,

CHARLOTTE, N. C.

REFERENCES:—T. W. Dewey & Co. Bankers, Charlotte, N. C.; M. P. Pegram, Cashier, First National Bank, do.; W. J. Yeaps, Editor "Western Democrat," do; Hutchison, Burroughs & Co., General Insurance Agents, do; Wm. H. Jones & Co., Raleigh, N. C.; Geo. S. Palmer, of Palmer, Hartsook & Co., Richmond, Va; Rev. Dr. Thos. E. Bond, Editor of Baltimore "E. Methodist," Baltimore, Md; Worth & Daniel, Wilmington, N. C; Jordan & Roche, Philadelphia, Pa; E. S. Jaffray & Co. and H. B. Claflin & Co., New York; Lind W. Williams & Co., Charleston, S. C; Jas. Miller, Esq., and Copley & Wilson, Augusta, Ga; Meador Brothers, Atlanta, Ga; Woodruff & Parker, Mobile, Ala.

WHITTEMORE

COTTON CARDS,

cheaper than ever before offered in this market.

M. L. WRISTON & CO.,

Auctioneers and Commission Merchants.

WHEN YOU SEE

The Red Sign and Flag,

come to the auction at

M. L. WRISTON & CO'S.

CALL AND SEE THE

CORN PLANTER

at

M. L. WRISTON & CO.,

Auctioneers and Commission Merchants.

CLOVER SEED,

Cotton Sweeps, Plows,

and many other articles of value to the farmers, may be found at

M. L. WRISTON & CO'S.,

Auction and Commission House.

NIGHT SALES

AT AUCTION.

We will have night sales regularly on Monday, Wednesday and Friday nights of each week until further notice.

M. L. WRISTON & CO.,

Auction and Commission Merchants.

CHANGE!

At the suggestion of our friends we have concluded to change our days of sale. Hereafter our Auction Sales will be on

Wednesdays and Fridays.

We hope our friends from the country will bear this in mind, and call at the Auction and Commission House of M. L. WRISTON & CO.

COUNTRY BACON,

Lard and Family Flour

at

M. L. WRISTON & CO.,

Auctioneers and Commission Merchants.

ON CONSIGNMENT,

Dry Goods, Boots, Shoes, Hardware,

and many other articles which we will sell privately to the trade. Merchants visiting our city will find it much to their advantage to call and see us.

M. L. WRISTON & CO.,

Auctioneers and Commission Merchants.

SPLENDID ASSORTMENT

DRESS GOODS,

Less than Cost---Great Bargains.

H. & B. EMANUEL.

New Stock Ladies Cloaks,

WE Have received THIS DAY a large stock of Ladies Cloaks of the newest Winter styles Something new and very pretty, bought at prices less than it cost to manufacture the same, which we offer here for less than they could be bought in the Northern cities early in the season. Ladies, call and see our new style Cloaks.

BREM, BROWN & CO.

LADIES, TRY R. J. Roberts' patent parabola gold-burnished, silver-steel,

Selected Needles,

Manufactured in Redditch, England, from choicest steel, and sold by Charlotte, N. C. by

BREM, BROWN & CO.

AXES! AXES!

Wholesale and Retail, at

BREM, BROWN & CO'S,

Hardware Store, Oates' Building.

ALEXANDER & BLAND,

DENTISTS,

CHARLOTTE, N. C.

Will wait on parties in city or country wherever their services may be solicited.

Teeth extracted without pain. Gas administered. Office in Brown's Building.

Hours from 8 A. M. to 5 P. M.

POPULAR MEDICINES.

I can furnish you with that very popular and much-celebrated Medicine,

Hennitch's Queen's Delight,

For particulars, send for an Almanac, to

DR. JAS. N. BUTT,

Corner Trade and College Streets,

Charlotte, N. C.

LADIES.

We have just received the largest assortment of Embrodries, Laces, Edgings, Insertings, Flouncings, Frillings, Ruffings, Dress Trimmings, Dress Points, Silk Gimps and Fringes, Every variety and style of Dress Buttons &c. Our stock is very full and complete. Give us a call. It gives us pleasure to

SHOW OUR GOODS.

mar18-d-t-w&w-1w BREM, BROWN & CO.

POCKET KNIVES!

Another large lot received

Cheaper than Ever,

Tortoise-shell, Pearl, Buck, Agate and Wooden handle Knives. Come and look at them before they are all sold

H. & B. EMANUEL,

next door to Hutchison Burroughs & Co.

Trade St.

JOHN H. HASKELL'S

OLD ESTABLISHED FACTORY,

NO. 38 SOUTH HOWARD STREET,

BALTIMORE, MD., MANUFACTURER OF

Cotton and Wool Machine Cards,

Leather-Belting and Hose.

Best of Oak Leather used, and warranted.

On hand, an assortment of articles for cotton and woollen factories, railroads, machine shops, &c.

Orders received for BREAKER and ROLL WOOL CARDS, &c.

NEW SPRING GOODS.

We are receiving the largest stock of Spring and Summer, Staple and Fancy,

DRY GOODS

we have ever had the pleasure of exhibiting to our friends and customers before. We have every variety and style of Ladies

DRESS GOODS.

All the Novelties of the season, Black Silk Basques, Sacques, Mantillers, &c.

We keep everything to be found in a first class

DRY GOODS STORE.

An early call will secure choice in selections.

mar18-d-t-w&w-1w BREM, BROWN & CO.

GUNS! GUNS!

Worth from $4 to $75, at

OATES, WALTER BREM & CO,

New Hardware Store, Mansion House Corner.

SPECIAL ATTENTION PAID

TO THE

WHOLESALE TRADE.

W. S. GRIFFIN & CO.,

GROCERS

AND

LIQUOR DEALERS,

Tryon Street, opposite Mansion House,

CHARLOTTE, N. C.

Retail store and to arrive a large stock of

FRESH GROCERIES,

CHOICE LIQUORS, &C.

CONSISTING OF

Crushed, powdered,

Granulated, Crushed, Soft

Crushed, Porto Rico,

Cuba, and Molasses

SUGARS,

New Orleans, Porto Rico

and English Island

MOLASSES.

Sugar House and Golden Syrup.

Government Java, Ceylon, Laguira, and Rio

COFFEES.

Gun Powder, Imperial, Hyson, and Oolong

TEAS,

Adamantine and Tallow Candles, Sterine, Detersive Olive and Brown Soaps, Bacon, Sides, Shoulders Strips and Hams, Mackerel, Herrings, Lard, Cut and Pine Apple Cheese

FAMILY, EXTRA AND SUPER.

FINE FLOUR.

ALSO

Grits and Ground Spices, Bi Carb. Soda, Coffee, Mustard, Concentrated Lye, Bluing, Fancy Soaps, Blacking, Matches, Wrapping Paper, Twines, Cordage, Cigars Chewing Tobacco, Buckets, Brooms, Tubs, Sifters, Demijohns, Cane Bags, &c., &c.

LIQUORS.

WE ASK ESPECIAL ATTENTION TO OUR

Large Stock of Liquors,

viz:

VA. RYE WHISKIES.

Bumgardners,

Peter Hanger's, Byrne's,

RYE WHISKIES.

Hoverholtz's, Robinson's,

Zeigler's.

Montzomer's Quebec Rock

Whiskey.

Old Cabinet XXXX Whiskey

Banks' Whiskey.

Old Ky. Bourbon Whiskey.

Old Hennesy and Cognac

BRANDY.

Pure Va. Apple Brandy

Cherry, Blackberry and

Ginger Brandy.

HOLLAND GIN.

Jamaica and N. E. Rum

Port, Sherry and Madeira

WINES.

CALIFORNIA CHAMPAGNE

St. Domingo and Stoughton

BITTERS.

Parties visiting the City would do well to give us a call before making their purchases, as we are selling "good goods" at low prices.

W. S. GRIFFIN & CO.

Fresh Drugs

GOOD DRUGS,

AND

CHEMICALS,

PURE DRUGS.

BY

DR. JAS. N. BUTT,

DRUGGIST & CHEMIST,

Wholesale & Retail Dealer in

MEDICINES,

PAINTS, OILS, WINDOW GLASS

&c. &c. &c.

If you want good No. 1 KEROSINE, the very best, call at JAS. N. BUTT'S Drug Store.

If you want pure Fish and Tanners Oil, call at JAS. N. BUTT'S Drug Store.

If you want pure Lard, Machinery and Spindle Oil, and all other kinds of Oil, call at JAS. N. BUTT'S Drug Store.

If you want pure Drugs and Medicines you will find it to your interest to call at

Dr. Jas. N. Butt's Drug Store,

Next Door to Miller & Black.

Charlotte, November 17, 1868.

STENHOUSE, MACAULAY & CO.,

Wholesale and Retail Grocers

AND GENERAL

Commission Merchants,

CORNER TRADE AND COLLEGE STREETS,

CHARLOTTE, N. C.,

Orders for Cotton, Corn, Flour, and other produce filled with care and dispatch. Liberal cash advances made on Consignment to our house in

NEW YORK.

OLD NORTH STATE

DISTILLERY,

Charlotte, N. C.

GROOT, KUCK & CO.,

DISTILLERS AND RECTIFIERS OF

CORN AND RYE WHISKIES.

We warrant our Liquors

Pure and Unadulterated.

Orders solicited from the trade. Salesroom on Tryon Street, opposite T. W. Dewey & Co's. Bank.

STOVES AND TIN WARE.

WILEY & GASTON,

WHOLESALE AND RETAIL DEALERS IN

STOVES

AND TIN WARE

One door below Brem, Brown & Co's. Dry Goods Store.

ROOFING AND GUTTERING

short notice, on reasonable terms, and in the BEST MANNER.

We keep kept on hand the best styles of COOKING STOVES, and ask particular attention to the

BARLEY SHEAF,

pronounced by all to be the BEST Cooking Stove in the market. We have all sizes, styles and prices. We will not be undersold. Call, if you want a first rate Stove at a low price.

jan14-3m

NOTICE. REMOVAL.

The Subscribers having removed from the Basement of the Mansion House to the house below, the well known Stand of J. Y. Bryce & Co. Where they will expect all their friends to Call on them, promising them that they will Sell them Goods in their line as Cheap if not Cheaper than any—they have now on hand a full stock of every thing in the

FAMILY GROCERY LINE

TO

STAY THE STOMACH AND

CHEER THE HEART

together with a good assortment of

BOOTS AND SHOES,

CROCKERY AND GLASS WARE

Tin and Hollow Ware,

A general assortment of

Liquors of all Kinds.

All of which they will sell at the shortest profit possible, and deliver the same to our city customers by our own EXPRESS WAGON.

To our country customers we offer every inducement, we will sell them Goods on Such terms as cannot fail to please and in the event of their having to remain over night, we have a back Lot to which they can drive their wagons.

jan. 4 '69. BREM, BROWN & CO.

BARBER SHOP.

NEXT DOOR TO TIMES OFFICE.

CICERO & GRAY TOOLE

HAVE opened their Shop in the Springs Building, next to Editorial room of Daily Times. With skilful assistants they are prepared to wait on their friends and the public. They promise a nice, clean shave, and Hair-Cutting and Shampooing after the most approved style. [june 8

ROCK ISLAND GOODS.

CLOTHING

Made of Rock Island Goods,

FOR SALE BY

B. KOOPMANN.

nov 14

PORTRAIT PAINTING.

Prof. S. S. SLAM, having located in the city of Charlotte. Will paint life size pictures from individuals, or from painstaking likenesses, of departed friends.

Water Colors.

will give instructions after the Emetan system of Water Color Paintings of Fruits, and Flowers.

In connection with the above, I am prepared to examine individuals, Phrenologically, detailed character, and mark the qualifications for the different branches of business of life.

Call and see proof of the above. No. 1 hand, up stairs. Entrance same as Broadway's Art Gallery, opposite Charlotte Hotel, Tryon street,

Dec. 29th, 1868.

ANVILS! ANVILS!

Wholesale and Retail by

BREM, BROWN & CO'S.,

Hardware Store, Oates' Building.

SCALES! SCALES!

Drawing from 4 to 2500 pounds, at

OATES, WALTER BREM & CO'S.

New Hardware Store,

Feb16-tf Mansion House Corner.

HAMMERED PLOW MOULDS

just received at

OATES, WALTER BREM & CO,

New Hardware Store, Mansion House Corner.

COST! COST! COST!

I WILL SELL MY ENTIRE FALL AND WINTER STOCK

AT COST.

Blankets, Flannels, Delaines and all Winter Dress Goods

AT COST,

at B. KOOPMAN'S.

Broad Cloths, Tricot's Cassimeres, Satinetts, &c., &c., &c.,

AT COST,

at B. KOOPMAN'S.

Examine our all Wool Cassimeres

AT COST,

at B. KOOPMAN'S.

Cloaks and Shawls

AT COST,

at B. KOOPMAN'S.

Blankets! Blankets!! Blankets!!!

AT COST,

at B. KOOPMAN'S.

Clothing! Clothing!! Clothing!!!

AT COST,

at B. KOOPMAN'S.

Fur's! Fur's!! Fur's!!!

AT COST,

at B. KOOPMAN'S.

Everything appertaining to my winter stock, I will sell AT COST, for CASH, and

CASH ONLY.

B. KOOPMAN.

CITY DRUGSTORE.

KILGORE & CURETON,

REMOVED TO SPRINGS' CORNER,

OPPOSITE OLD STAND.

Keep Constantly on hand a Select STOCK OF

MEDICINES, PAINTS, OILS, DYE STUFFS, PERFUMERY, HAIR, NAIL AND TOOTH BRUSHES, FINE & DRESSING COMBS, TOILET SOAPS IN GREAT VARIETY. PATENT MEDICINES, FLAVORING EXTRACTS, KEROSENE OIL, OF THE BEST QUALITY. LAMPS AND CHIMNEYS, IN ENDLESS VARIETY.

Physicians prescriptions shall have especial attention at all hours.

Orders from the country put with great care and on the most accomodating terms.

FLAVORING EXTRACTS.

A LARGE ASSORTMENT OF

Warranted

PURE EXTRACTS,

FOR

CULINARY PURPOSES.

ALWAYS ON HAND AND FOR SALE BY

KILGORE & CURETON

Druggists and Apothecaries,

Spring's Corner.

FOR

CHILLS & FEVER,

USE

KOOPMANN'S BITTERS

For Dysentery & Diarrhœa,

Use KOOPMANN'S BITTERS.

For Cholera Morbus and all Bowel Affections,

Use KOOPMANN'S BITTERS.

For Dyspepsia and Indigestion,

Use KOOPMANN'S BITTERS.

For Loss of Appetite,

Use KOOPMANN'S BITTERS

For General Debility,

Use KOOPMANN'S BITTERS.

For sale by all Druggists, and at my store in Charlotte, N. C. B. KOOPMANN.

Reduction.

KOOPMANN'S BITTERS will be sold hereafter at $1.00 per bottle.

oct 29-tf B. KOOPMANN.

Southern Express Company.

THE Southern Express Company has complete communication with all Northern and Western States, and is prepared to forward Freight Money and Valuable Packages safely and promptly. Messengers leave Charlotte daily, connecting with Mail and Express trains for all points in the United States.

Letters will be forwarded by this Company to all points South and North having regular offices.

sept 8 P. HILL, Agent.

FLAVORING EXTRACTS,

for culinary purposes always on hand at the City Drug Store.

KILGORE & CURETON,

Springs' Building,

Corner Trade & Tryon Streets.

KEROSENE OIL,

the best quality; Lamps, Lamp Chimneys Lamp Burners, Lanterns and Lamp Wicks.

KILGORE & CURETON,

Druggist and Apothecaries.

CHARLOTTE DRUG STORE.

F. SCARR

DRUGGIST AND CHEMIST

TRADE STREET,

CHARLOTTE, N. C.

Respectfully informs his friends and the public that he has just received a large supply of his

Celebrated Garden Seeds

at wholesale and retail, comprising every variety raising suited to this climate. Also

CLOVER SEED,

TIMOTHY,

BLUE GRASS,

ORCHARD and HERDS GRASS,

and a choice collection of

FLOWER SEEDS.

A. HALES,

WATCH MAKER

AND

JEWELER,

Next door to the Democrat Office,

CHARLOTTE, N. C.

If your Watch should need Repairing,
Don't get mad and go to swearing;
Just take it into Hales' Shop,
He will fix it so it will not stop.
He warrants his work all for a year,
When it is used with proper care.
He will charge no more than what is fair,
He deals with all men on the square.

mch 19-1y

BREM, BROWN & CO.

Oates' Building,

ARE RECEIVING A LARGE STOCK OF

HARDWARE,

At wholesale and retail.

ORDINANCES

Of the City of Charlotte, compiled and amended from the Minutes of former Boards of Commissioners.

1. Be it Ordained by the Commissioners of the City of Charlotte, and it is hereby ordained by the authority of the same. That no person shall keep, or suffer to be kept, any hay, straw, fodder, shavings, or combustible matter, in any building where fire is kept constantly or occasionally, or in any place peculiarly exposed to danger from fire, nor suffer the same to be negligently stowed or put away, or managed so as to become dangerous on the account of fire; and any person offending in either of these particulars, shall forfeit and pay the sum of Five Dollars for each and every offence.—and One Dollar for each day if the same is suffered to remain.

2. Be it further Ordained, That no person shall carry or suffer to be carried, any candle, lamp or other light without a lantern, into any stable, barn, or other house where there may be straw, fodder, shavings, or other combustible matter; and any person so offending shall forfeit and pay the sum of Five Dollars for the first offence, and for every repetition of said offence a fine of Ten Dollars.

3. Be it further ordained, That any person or persons carrying on, or causing to be carried on, any cabinet making, carriage or wagon making, or carpenters' shop, in which fire is used, who shall not remove or cause to be removed between sunset and 9 o'clock, or before leaving the shop for the night, all chips and shavings from said shop, shall forfeit and pay the sum of Five Dollars for each and every such offence.

4. Be it further ordained, That any one whose stove pipe, upon inspection by the City Constable or Mayor, shall be adjudged unsafe, shall forthwith alter or arrange the same in such a manner as to avoid danger from fire, or forfeit and pay a fine of Five Dollars for every day it may so remain.

5. Be it further ordained, That any person or persons whose chimney or stove pipe shall take fire or burn, unless the same be in wet weather, shall forfeit and pay the sum of Five Dollars for each and every offence.

6. Be it further ordained, That any person or persons who shall discharge any gun or pistol, or sell or set fire to explode, or use any squib or fire crackers, within the limits of the City, shall forfeit and pay for each and every offence the sum of Five Dollars.

7. Be it further ordained, That any person or persons who shall exhibit, set fire to, or explode any fire works, or raise or elevate any balloon or kite, or throw any fire balls, within the limits of the City, unless by the written permission of the Mayor first had and obtained, shall forfeit and pay for each and every offence the sum of Twenty Dollars. And any person or persons who shall build or carry fire in the streets of thickly settled parts of the City in a careless or negligent manner, shall forfeit and pay for each and every offence the sum of Five Dollars.

8. Be it further ordained, That no person of persons shall keep, or suffer to be kept, in his or their store, or in any house within one square of the great square of the City, more than One Keg of Powder at any time, unless stowed in a Powder Magazine; and any person or persons so offending shall forfeit and pay, for each and every offence the sum of Twenty Dollars, and all Powder so allowed to be kept within such distance, shall be carefully secured in covered metal canisters under a like penalty for each and every offence.

9. Be it further ordained, That any person or persons who shall deposit in any of the streets, any rubbish, refuse, or filth of any kind whatever to remain, shall forfeit and pay for each and every offence, the sum of Five Dollars. And any person or persons who shall suffer his, her or their chips, wood, boxes, hogsheads, bales or anything (material for building excepted) calculated to obstruct the free passage of the streets, sidewalks, or water in the gutters, to remain in the said streets, walks or gutters, longer than forty-eight hours, shall forfeit and pay for each and every offence the sum of Two Dollars, and One Dollar for every day that said obstructions remain.

10. Be it further ordained, That no goods, wares, merchandize, bundles, hogsheads, or any article of trade, shall be allowed to remain on the sidewalks, so as to obstruct the free passage of said walks, and any person or persons offending against this ordinance shall forfeit and pay Five Dollars for each offence.

11. Be it further ordained, That any person or persons who shall deposit the carcass of any dead animal in any street or lot, or suffer such to remain on their premises within the limits of the town, shall forfeit and pay for each and every offence the sum of Five Dollars.

12. Be it further ordained, That no person shall erect any Hog pen within one hundred feet of the main streets, or in any place that will annoy or incommode any community; nor shall any one allow their hogs to be fed in the streets; nor shall any one occupying any house in the City, suffer any water to remain in his or her cellar, or on their lots, so as to become stagnant, under a penalty of Five Dollars; and the further penalty of One Dollar for every day such nuisance is suffered to remain.

13. Be it further ordained, That if any person or persons shall take or remove from any street, to the injury thereof, any sand or earth, without permission from the Mayor, he, she or they shall pay a fine of Five Dollars.

14. Be it further ordained, That any person or persons who shall run, ride or drive any horse or horses at a rapid speed through the streets, shall, forfeit and pay the sum of Ten Dollars for each and every offence. And any person or persons who shall ride or drive upon any of the sidewalks, or shall hitch any horse to any fence, tree or post in such a way as to obstruct said sidewalks, except in case of loaded wagons by permission of the Mayor, shall forfeit and pay the sum of Five Dollars.

15. Be it further ordained, That any person having a saddle horse, or a single harness horse, or any number of horses, hitched to any vehicle in any of the streets without some person to stand by or hold the same, shall forfeit and pay the sum of Five Dollars for each and every offence.

16. Be it further ordained, That any person or persons who shall feed any stock attached to any wagon or cart in either of the main streets, shall forfeit and pay for each and every offence Five Dollars, after having been notified of this ordinance. And any person or persons who shall camp with any wagon or cart in any of the streets shall forfeit and pay for each and every offence the sum of Five Dollars. And any person camping with wagons or carts in the thickly settled parts of the City, and using fire at such camp, shall forfeit and pay for each and every offence the sum of Ten Dollars; and the like penalty shall be recovered from the owner of the lot or party permitting such camping with fire.

17. Be it further ordained, That if any stud-horse or jackass shall be exhibited in any of the streets, the owner shall forfeit and pay the sum of Ten Dollars for each and every offence. And no stud-horse or jackass shall be let to mares in the City except at such places as shall be approved of by the Mayor, under a penalty of not exceeding one hundred dollars for each offence.

18. Be it further ordained, That any person or persons who shall permit his or their horse or horses, mule or mules, to run at large within the corporate limits, shall forfeit and pay for each and every offence the sum of Five Dollars.

19. Be it further ordained, That any person having license, who shall sell or deliver to any person, any beer, cider, wine, or spirituous liquor open his or their shops on the Sabbath, for the purpose of selling or giving any spiritous liquor, wine, beer or cider to any person, shall forfeit and pay for each and every offence the sum of Fifty Dollars; and any person seen entering or coming out of said shops, it shall be deemed and held *prima facie* evidence of the offence.

20. Be it further ordained, That any person who shall be guilty of fighting, assaulting or committing a battery upon any person, or going about the streets drunk, or at whooping, hallooing, riotous singing, or using loud and profane swearing, using any obscene language, singing any black-guard or obscene songs, or be guilty of using impudent or indecent language, or guilty of any indecent exposure of person, or conduct, or other misdemeanor, within the corporate limits, shall be fined not exceeding Fifty Dollars.

21. Be it further ordained, That it shall not be lawful for any owner of any house to erect any cellar-door or steps to any house or continue those already erected where the door or steps extend into any street more than three feet, unless such door be on a level with the sidewalk, under a penalty of Five Dollars for every month's continuance of such offence after notification by the Mayor or Commissioners.

22. Be it further ordained, That any person owning or using any cellar-door upon the streets, and shall leave it open after dark unguarded, or without a light to show that it is open, shall forfeit and pay for each and every offence Twenty Dollars.

23. Be it further ordained, That it shall not be lawful for any person to suffer or permit their cattle or goats to be or remain in any of the streets at night, nor suffer their goats to run at large in the day-time, under a penalty of Two Dollars for each and every offence.

24. Be it further ordained, That any person who shall willfully break any of the lamps on the streets, shall forfeit and pay a penalty of Ten Dollars.

25. Be it further ordained, That no person or persons shall erect any Bowling Alley, without permission from the Board of Commissioners specifying the place of location, under a penalty of One Hundred Dollars.

26. Be it further ordained, That no person or persons shall build or erect any Livery Stable or Blacksmith shop on either Trade or Tryon streets, without permission from the Board of Commissioners, under a penalty of One Hundred Dollars.

27. Be it further ordained, That no person shall be allowed to occupy more than one-half of the street in the erection of buildings, nor obstruct the passage of water in the gutters with the material for building, under a penalty of Fifty Dollars.

28. Be it further ordained, That no person shall build any stable or cow-house within fifty feet of any street, under a penalty of Fifty Dollars.

29. Be it further ordained, That it shall not be lawful for any person to erect any building without permission from the Board of Commissioners, other than brick or stone with metal roofs, on squares Nos. 1, 2, 3, 4, 5, 7, 9, and 11, under a penalty of One Thousand Dollars, except those parts of squares Nos. 5, 7, 9, and 11, fronting on Tryon street.

30. Be it further ordained, That the speed of the Railroad trains in passing through the City shall not exceed four miles per hour, and the bell shall be rung while running within the limits of said City; and any Railroad Co. failing to observe this ordinance, shall forfeit and pay for each and every offence Fifty Dollars; and any Railroad Company permitting their trains to be stopped across the streets, thereby hindering the free passage of vehicles or persons, shall forfeit and pay for each and every offence Twenty Dollars.

31. Be it further ordained, That it shall be the duty of the City Guard to patrol the streets from 9 p. m. until daylight next morning; and they shall wash, or have washed, the street lamps once every month, and if any one employed as Guard shall be found intoxicated, shall be removed from office.

32. Be it further ordained, That any person who shall sell Wine or Spiritous Liquors within the limits of this City at retail or by the small measure less than a quart, without having first obtained a License from the Commissioners of the City, shall, upon conviction, pay a fine of one hundred dollars for each offence. And any person selling by the quart or any quantity under a barrel, without License, shall, upon conviction, pay a fine of one hundred dollars for each offence. And the above penalties shall likewise be imposed on any person whose License shall have been abrogated by the Board of Commissioners of the City, and who shall refuse to obey a notice of such abrogation.

33. Be it further ordained, That in order to prevent the spreading of Small Pox, that when any case shall be reported to exist in any house in the City, the person or persons so reported as having the disease shall not be permitted to come outside of the boundary of the lot they are living upon, until the physician in attendance shall certify that all danger of communicating it to others shall have passed away, nor shall any person other than the regular members of the family and necessary attendants upon the case, and servants employed in its family, go upon said lot; and if it shall be deemed necessary by the Board, the Mayor shall have power to remove any negro to affected beyond the limits of the corporation. Any person violating any of the provisions of this Ordinance shall forfeit and pay one hundred dollars; and if the party offending be a minor, apprentice or servant, then in that case the fine shall be collected of the parent, guardian or master of such minor, apprentice or servant.

34. Be it further ordained, That in default of payment or securing any fine imposed by the Mayor for a breach of any of the Ordinances of the City, said person for so offending shall be imprisoned not exceeding twenty days; provided nothing in this Ordinance shall be so construed as to apply to the time of imprisonment already specified in any of the Ordinances of the City of Charlotte.

35. Be it further ordained, That any penalty or penalties, imposed by any of the Ordinances of this City, incurred by a minor, shall be recovered from the parent, guardian, or master (if an apprentice) of such minor.

36. Be it further ordained, That it shall be the duty of the City Constable and Guard or Patrol to watch for and report all violations of the forgoing Ordinances to the Mayor.

37. Be it further ordained, That all informers, including the City Constable and Guard, shall have half of all moneys realized on fines from convictions.

38. Be it further ordained, That no person shall run any wheel barrow or hand-cart over the side walks, or play any game thereon, or in any other manner obstruct the free passage of the side walks, and any person violating this ordinance shall upon conviction before the Mayor be fined One Dollar for each offence, and in default of payment be imprisoned at the discretion of the Mayor.

39. Be it further ordained, That it shall not be lawful for any non-resident to buy in the streets, or from any one not paying taxes to the City, within the limits of the corporation, such articles as eggs, chickens, or other fowls, Butter, Lard, Bacon, Flour, Corn and other country produce for the purpose of exporting or shipping the same out of city, without having first obtained from the Mayor a License authorizing such purchases, for which License the party obtaining the same shall pay to the City Treasurer the sum of Twenty-five Dollars, and said License shall be good for one year from the date of year, and any person violating this ordinance shall on conviction before the Mayor be fined Five Dollars for each offence.

40. Be it further ordained, That any person not a member interfering in any manner with the Fire Company, when on parade or duty shall upon being reported to the Mayor on conviction be fined Five Dollars for each offence.

41. Be it further ordained, That in any owner of a lot in said city, or tenant, or person in charge of said lot, as agent for the owner or tenant, shall permit or suffer the offal slops, or other refuse matter of any kind to accumulate upon said lot, or be emptied or discharged into any one of the streets of said city, by which the citizens thereof are incommoded, or the health of the citizens be imperiled, such owner, tenant or the agent of such owner or tenant shall be liable to the penalty of Ten Dollars for every day such violation of this ordinance is continued.

42. Be it further ordained, That all appointments of auctioneers for the City of Charlotte, made either by the former Board of Aldermen, or by the late "Commissioners of the City of Charlotte," be and the same are hereby revoked and annulled.

43. Be it further ordained, That any person acting, or attempting to act as auctioneer in said city, after the publication of this ordinance, without an appointment by the Board of Aldermen, and giving bond and security, as required by law, shall be liable to a penalty of one hundred dollars for each and every offence, to be recovered, enforced and applied, as provided in the Charter.

44. The Aldermen of the City of Charlotte do ordain, That no person having obtained license for the purpose of running any Dray or Omnibus, shall be permitted to do the same, unless having first paid his license tax, and any person violating ordinance shall be liable to a penalty of ten dollars, for each and every day, to be collected by the Marshal for the use of the City Treasurer, by distress or otherwise.

45. Be it ordained by the Board of Aldermen of the City of Charlotte, That no auctioneer shall sell or dispose of any property, at auction, on the public square, but that he or they be required to procure, in some accessible portion of the City, a suitable lot for that purpose.

46. Be it further ordained, That it shall not be lawful for any person to allow hogs to run at large within the limits of the City, and that the Police be authorized and instructed to pen up all hogs found in the streets, in violation of this ordinance, after the 10th day of February, 1869, and that the owner of swine thus detained, before he is allowed to regain possession of his property thus seized, pay to the City Constable, for the use of the City, two dollars for each hog; and that, if not reclaimed within five (5) days after notice of such detention, then the said hogs shall be sold by the City Constable, who shall pay the proceeds of the sale into the Treasury.

Adopted January 28, 1869.

C. DOWD, Mayor.

A true copy:

A. BURWELL, City Clerk.